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All letters intended for publication must be authenticated by the name of the writer.

Contents.

Cases Reported this Week.

Current Topics.

Deposit of Money in the Case of Railway Bills.

WE RECENTLY referred (*ante*, p. 272) to this subject, and stated the usual practice of promoters to be, instead of raising the deposit-money by subscription or loan, to apply to an assurance company to provide securities for the full amount of the deposit. As the Parliamentary Deposits Act, 1846, allows the deposit to be invested in certain specified securities, the result is that the requisite amount upon these securities is forthcoming and the Standing Orders are complied with. At the same time we expressed some doubt as to how the authority of the Paymaster-General to receive securities in lieu of cash was derived. This is cleared up by an authoritative statement with which we have been favoured, to the effect that "The amount and description of securities to be lodged in court by depositors under the Parliamentary Deposits Act is set out by a warrant from the Office of the Clerk of the Parliaments (as regards the House of Lords) or from the Private Bill Office of the House of Commons."

The Colonial Conference.

APPARENTLY the principal questions to be discussed at the Colonial Conference will be: Imperial Defence; Preferential Trade; Establishment of an Imperial Council; and Establishment of One Final Appeal Court for the Whole Empire—in place of the two present courts, the House of Lords and Judicial Committee. If an Imperial Council is established, it will be advisory only, and at first would constitute a very loose bond between component parts of the empire. The establishment of a single Appeal Court would be the most effectual step which it is at present practicable to take towards unifying the empire in fact and in theory. As a symbol of unity, the single Appeal Court would be as efficacious as the single flag; as a practical means of securing uniformity in law, it would have many of the advantages of an Imperial Council endowed with legislative powers. The existence of such an Appeal Court would pave the way for the judicial recognition of the statutes and records of territories beyond the seas in all the courts of the United Kingdom, as they are now recognized in the Privy Council, and would in time lead to the abrogation of the rule which treats Scottish and Colonial law as "foreign"—to be proved by experts. Moreover, purely English law would gain immensely if many of the judgments now delivered by the Judicial Committee in cases on appeal from Canada and Australia were the judgments of a common Appeal Court, and as such technically binding on the courts of the United Kingdom.

Entry of the Police into West End Clubs.

A BILL to amend the Licensing Acts will, it is generally supposed, be introduced by the Government this Session, and some curiosity has been roused as to the nature of this proposal. The common report is that it will seek to amend the procedure as to the grant and renewal of licences, and that all such licences will be granted subject to a time limit of ten or fifteen years. It is understood that those interested in the cause of temperance are much dissatisfied with the multiplication of lubs which the provisions of the Licensing Act, 1902, have done little or nothing to restrain. Part III. of the Act, which relates to the registration of clubs, provides that the registration of a club under the Act shall not constitute the club premises licensed premises. The result of this provision is that the premises of a club are not subject to the hours of closing, the entry of the police, and the other incidents of licensed premises. It is suggested that regulations of a more stringent character are required, and that they should be applied without discrimination to clubs frequented by the rich and the poor. The Bishop of PETERBOROUGH, in a speech which he recently delivered upon this subject, said that he was quite willing that the police should walk into the Athenæum and see whether he and his brother bishops were behaving themselves properly inside. We have heard that the club referred to would suffer very little inconvenience from an early closing enactment, but its habits are not likely to be shared by all its neighbours in Pall Mall.

Territorial and Personal Jurisdiction.

THE CASE of the Norwegian fishermen, who were convicted in Scotland of illegal trawling in the Moray Firth, and after being imprisoned were released, in consequence of the representations of the Norwegian Government, was the subject of an explanation in the House of Lords recently. The waters of the Moray Firth lie partly outside the three-mile territorial limit, but under the Herring Fishery (Scotland) Act, 1889 (52 & 53 Vict. c. 23), beam trawling is prohibited within those waters, even outside the territorial limit; by section 6 "any person" offending is punishable by fine, &c. A Norwegian having been convicted of an offence under the Act, committed outside the three-mile limit, appealed to the High Court of Justiciary, with the result that the court, consisting of its full strength of thirteen judges, affirmed the conviction. Unless the court assumed that the waters of the Moray Firth were, even beyond the three-mile limit, within the territorial limits of Great Britain—and apparently they did not assume this as the basis of their decision—the decision is very difficult to understand. The words "any person" are always construed, in a statute of the United Kingdom making offences punishable, as applying to British subjects whether within or outside the territorial limits of British territory, and only to aliens whilst within those limits: see *MacLeod* v. *Attorney-General for New South Wales* (1891, A. C., at p. 458). In the case of expulsion of aliens, a certain degree of imprisonment outside territorial limits is allowable (*Attorney-General for Canada* v. *Cain*, 1906, A. C. 542), but that principle has no application to the present case. Any difficulty with Norway has, for the present, been got over by the release of the Norwegian fishermen, but the decision of the Scottish court stands as a grave difficulty yet to be settled. The far-reaching importance of questions turning on the distinction between territorial and personal jurisdiction is shewn by the cases which arise in the autonomous colonies, when the principle on which the distinction is based has to be applied to novel facts. Quite recently a case occurred in New Zealand in which the question was raised as to the power of the New Zealand courts to enforce their judgments against British subjects in an Australian port, but on board a ship owned by a company registered in New Zealand.

The Collection of Death Duties.

WE PRINT elsewhere a letter from the secretary to the Board of Inland Revenue dealing with the criticisms on the collection of death duties which were contained in the paper read by Mr. HUMFRYS at the last Provincial Meeting of the Law Society (50 SOLICITORS' JOURNAL, p. 782). The paper was sent to the Board of Inland Revenue by the Council of the Law Society in pursuance of a resolution passed at the meeting. The paper pressed for three changes—(1) that the present rule that no time runs against the Crown should be modified; (2) that the staff should be increased and adapted to the present amount of business, so as to prevent the delays and errors that now occur, of which Mr. HUMFRYS gave some striking examples; and (3) that the old practice of personal attendance to submit accounts for assessment should be restored. Mr. HUMFRYS also called attention to the difficulty of obtaining as of right certificates that duties in respect of property have been paid, and to the practice of charging duty on the gross amount of the proceeds of sale of property. Of these subjects of complaint the most important undoubtedly is the first, and it is unfortunate that the Board of Inland Revenue quite ignore it in their letter. The rule that time does not run against the Crown is oppressive, and has no principle to justify it. The same considerations which require that claims as between individuals should be subject to a limitation of time require a like limitation upon claims by the State. This is recognized as regards claims by the Crown to land by the Nullum Tempus Act (9 Geo. 3, c. 16), although the period of limitation—sixty years—is excessive, and it is recognized as regards claims to death duty against purchasers by the Customs and Inland Revenue Act, 1889 and section 8 (2) of the Finance Act, 1894. It is to be hoped that the Board of Inland Revenue may yet make some statement as to Mr. HUMFRYS' suggestion that a twelve years' limit should be placed upon the recovery of death duties of all kinds. It is alleged that owing to recent arrangements the arrears in the office have been almost overtaken. Apart from its other advantages a time limit on claims would be the best guarantee that the office would be kept up to its work. As to reviving the system of personal attendances, the Board return an absolute refusal, couched in somewhat dictatorial language, but it is qualified by the admission that interviews should be given after the accounts have been submitted for provisional examination.

Equity and Good Conscience.

IN MANY Indian and colonial statutes courts of judicature are expressly directed to govern themselves by the rules of "equity and good conscience." It is believed that such an enactment is not to be found in any ordinary English Act of Parliament; indeed, rights once considered as arising because the "conscience" of another person was affected are now more usually referred to the principle of implied contract, and BUCKLEY, J. (as he then was), not very long ago said: "This court is not a court of conscience": *Re Telescriptor Syndicate* (1903, 2 Ch., at pp. 195, 196). All branches of the Supreme Court of Judicature do, however, shew a tendency at present, under the influence of the Judicature Acts, to decide questions on grounds of substantial justice rather than technical rules of law (including equity) since "the court is not now a court of law or a court of equity, but it is a court of complete jurisdiction": *Pugh* v. *Heath* (1882, 7 App. Cas., at p. 327). Even before the Judicature Acts came into operation, it was said by JAMES, L.J.: "The principle that money paid under a mistake of law cannot be recovered must not be pressed too far . . . . a trustee in bankruptcy is an officer of the court . . . The court, then, finding that he has in his hands money which in equity belongs to someone else, ought to set an example to the world by paying it to the person really entitled to it . . . the court of bankruptcy ought to be as honest as other people": *Ex parte James* (1874, 9 Ch., at p. 614). In 1885 Lord ESHER adopted and extended the rule thus laid down by JAMES, L.J., and said that even a court of common law "will direct its officer to do that which any high-minded man would do—*i.e.* not take advantage of the mistake of law," though "as between litigant parties even a court of equity would not prevent a litigant from doing a shabby thing": *Ex parte Simmonds* (16 Q. B. D., at p. 312). These references to the court being "as honest as other people" and not "doing a shabby thing" seem to indicate that in course of time the court will probably enforce its own standard of "honesty" and "shabbiness" even on unwilling litigants. A step in this direction has been taken by the Court of Appeal in *Re Tyle-* (reported elsewhere). There the question was whether the trustee in bankruptcy should or should not be ordered to repay

to the widow of a deceased bankrupt the premiums on a life insurance policy on the bankrupt's life which the widow had, in her husband's lifetime and during his bankruptcy, paid for the purpose of keeping up the policy. BIGHAM, J., had decided that the trustee in bankruptcy should repay the amount of these premiums, and the Court of Appeal affirmed that decision. VAUGHAN WILLIAMS, L.J., considered that the two cases of 1874 and 1885, referred to above, had formulated a general principle which should now be acted on; "the court would be allowing its officer to do a thing which, from a moral point of view, it would be dishonest to do if it allowed the trustee in bankruptcy in these circumstances to keep the proceeds of these policies without any recognition of the rights of the wife." The value of the decision in extending the general equitable jurisdiction of the court is accentuated by the fact that in another case, decided at the same time, and on appeal from the same judge (*Re Hall*), the same court refused to apply the principle of *Re James*, and reversed the decision of BIGHAM, J., on the ground that this principle was not applicable to the facts in *Re Hall*.

Stopping Cheques by Telegram.

A CASE of *Carter* v. *The London City and Midland Bank*, recently tried in the Marylebone County Court, is of some interest as shewing the practice of banks with regard to the stoppage of cheques. The action was brought by the plaintiff, a customer of the bank, to recover money, the amount of which would have represented the balance in the hands of the defendants if they had refused to cash a cheque which had been stopped by a telegram sent by the plaintiff. The principal question was whether the defendants had received the telegram before the cheque was paid, but it was also suggested that a banker was not bound to act upon a telegram stopping a cheque in cases where the telegram bore no code signal. But evidence was given by London bankers to the effect that 15 or 20 per cent. of their stopped cheques were arranged by telegram, even though the telegram bore no code signal and they had not the signature of their customer. Upon receipt of the telegram, they would take any slight risk of an action for improperly dishonouring the cheque and would refuse to pay it until they had communicated with their customer. It is easy to see that there is some risk in acting upon a telegram without proof of its authenticity. Forged telegrams are by no means unknown, and some malicious person, wishing to injure the credit of the customer of a bank, might send a spurious telegram requesting that a cheque which he had drawn might be stopped. A time may come when the telephone may be used for a similar purpose. But a banker receiving such a telegram will generally, in the exercise of his discretion, think that the safest course will be to act upon it. The case is different with regard to telegrams for the payment of money, which the banker may reasonably consider as wholly out of the usual course of business.

Disputed Paternity—Parental Likeness.

IN THE recent case of *Johnson* v. *Walker* (109 American State Rep. 733) the court was called upon to decide whether it was ground of error in a bastardy proceeding, that the child had during the hearing been brought into court. It appeared that the child was in the presence of the jury for two minutes only; that no reference to it was made by counsel in the presence and hearing of the jury, and that no attention was called to it in any way. The court, in giving judgment that in the circumstances there was no error, stated that there was a diversity of opinion as to whether the child might or might not be exhibited before the jury for their inspection as evidence in the case to shew its resemblance to the defendant by comparing the features and appearance of the two, and as to whether counsel may not draw attention to, and comment on, this resemblance. Among others, the States of Iowa, North Carolina, and Massachusetts, permit this to be done. In England, where an affiliation summons is heard before justices without the assistance of a jury, we are not aware of any decision excluding such evidence, although it would probably be regarded as of little weight. The evidence is open to objection from its uncertainty, but we have the authority of Lord MANSFIELD in the *Douglas Peerage case* that likeness is an argument of a child being the son of a parent, and the rather as the distinction between individuals in the human species is more discernible than between other animals.

Proof of the Identity of Persons Lost at Sea.

THE DETAILS of the wreck of the steamer *Berlin* have been read with absorbing interest, and one of the most painful circumstances of the disaster has been the uncertainty as to the names and descriptions of many of the passengers on board the unfortunate vessel. The fact that it is not necessary, in the case of steamers crossing the channel, for passengers to give their names or addresses, while some put off taking their tickets until they are actually on board, has led to a suggestion that the Board of Trade might issue regulations requiring the owners of steamers which are at sea for more than a prescribed number of hours to leave a full list of their passengers ashore before starting on their voyage. We can think of no objection to such a regulation, and it might often be useful in tracing persons who have suddenly disappeared or who are the subject of inquiries from the police. The only difficulty arises from the fact that an Englishman has often an objection to publishing his name, either from a wish to travel incognito or from an impatience of what he considers to be unnecessary inquiries. This may possibly be the reason why only a small proportion of those who sojourn in hotels insert their names in the visitors' books. Difficulties in ascertaining whether persons who "have gone beyond the seas" are alive or dead were experienced as far back as the reign of CHARLES the Second, as is shewn by statutes relating to the proof of the death of persons for whose life an estate was held.

The Central Criminal Court.

ON THE occasion of the last sitting of the old Central Criminal Court, the Recorder, in his charge to the Grand Jury, gave an account of the old Sessions House at Newgate, and of the establishment by statute of the Central Criminal Court in 1834. Many persons who read of the trials of the more serious offences, including murder, at the Old Bailey, are apt to think that these trials were in all times presided over by judges of the superior courts. But London is by charter a county of itself, and by various charters the Lord Mayor, the Recorder, and the Aldermen were entitled to be put upon all commissions to deliver the gaol at Newgate and all commissions of Oyer and Terminer in the City of London. All through the sixteenth century the quarter sessions did in fact sentence to death large numbers of people who were executed upon their sentence. This jurisdiction was by 5 & 6 Vict. c. 38, reduced by providing that they should not try prisoners accused of murder, treason, or any capital felony, or of a number of other specified offences.

Petition by Wife for Divorce in Country where She is Resident but Not Domiciled.

THE SCANDAL referred to by Lord PENZANCE in *Wilson* v. *Wilson* (L. R. 2 P. & M. 435), which arises "when a man and woman are held to be man and wife in one country and strangers in another," has been illustrated by the case of *Ogden* v. *Ogden*, in which BARGRAVE DEANE, J., recently delivered judgment. It will be remembered that in this case a marriage had been celebrated between a domiciled Englishwoman and a domiciled Frenchman, and that the marriage was afterwards annulled by the French courts on the ground that the consent of the man's father to the marriage had not been obtained. A petition in the Probate Division by the Englishwoman for a divorce on the ground of desertion and adultery was dismissed on the ground that the domicil of the petitioner was French, and that the court had no jurisdiction. In a subsequent proceeding the same court held that, notwithstanding the French decree of nullity, the English marriage was good. The only remedy for a situation so intolerable appears to be some arrangement by treaty with foreign Powers, by which, under similar circumstances, the English courts may be entitled to entertain a petition for divorce irrespective of the domicil of the husband.

Barristers as Expert Witnesses.

In an action in one of the metropolitan county courts for the price of a coat supplied to the defendant, his defence was that the attempt to fit him had been wholly unsuccessful. The deputy judge directed him to put on the coat, and, when this had been done, requested two barristers (who were waiting their turn) to give him their opinion in writing as to the fit of the article. The barristers complied, the judge read their opinions, and afterwards gave judgment for the plaintiff. The duty of the county court judge, who is required to decide questions of fact of the most varied description, is by no means an easy one. It is quite natural that he should seek assistance wherever he can find it, and he has not, as foreign courts have, the assistance of an official expert. But it seems to us that the course taken by the deputy judge was on two grounds open to objection. The more serious one is the assumption that a barrister, taken haphazard from the profession, can be supposed to have any special knowledge of the make and fit of a coat. The fact that one of our judges, not long deceased, was exposed to much observation while at the bar as being a well-dressed man, is opposed to any such assumption. Secondly, even the evidence of an expert witness should be given on oath and be subject to cross-examination, and we do not know that a county court judge has any power to dispense with the ordinary rules of evidence.

The Father of the Profession.

We have already urgently besought Mr. F. K. Munton, in his capacity of Registrar of Fathers of the Profession, to adjudicate on the proper holder of this dignity since the death of Mr. R. J. Emmerson, of Deal, but Mr. Munton is wintering abroad, and delay has necessarily occurred. The result is the putting forward of claims which we do not think will pass muster. Last week, for instance, *Black and White* gave the portrait of a very good-looking old gentleman, Mr. J. H. Square, of Kingsbridge, Devon, and stated him to be "the oldest solicitor in practice." Now Mr. Square was admitted in Easter term, 1839, and is some years junior to the practising members of the profession we mentioned *ante*, p. 222. It is possible, however, that the statement that Mr. Square is the oldest solicitor in practice is meant only to refer to the years of his age, and not to his standing as solicitor. It is certainly noteworthy that a man of ninety should continue to take out his certificate, but in 1905 we referred to the case of Mr. John Trenfield, of Chipping Sodbury, near Bristol, who was then ninety-five years of age, still robust and regularly attending the petty sessions, of which he had acted as clerk for sixty years. We are glad to see that Mr. Trenfield's name appears in last year's *Law List*.

Mercantile Cases in the Irish Courts.

No greater proof could be given that England is a mercantile nation than the large number of cases relating to merchant shipping which have been decided in its courts, and particularly cases relating to marine insurance, charter-parties, and bills of lading. It is doubtful whether the learning contained in these cases could be adequately discussed in the space of two thick volumes. The cases decided in the Irish Reports are a curious contrast to this opulence. Little more than a dozen of such cases can be found between the years 1867 and 1893. It is possible that in Ireland many mercantile controversies are settled without litigation, but we are disposed to think that an increase in the prosperity of its business and manufacture, which would be welcomed by all, would also add to the length of its cause lists.

It was announced at the Maidstone Assize Court last week that, owing to the heavy calendar, Mr. Rawlinson, K.C., would sit as Commissioner to assist Mr. Justice Bucknill.

It is understood, says the Parliamentary correspondent of the *Times*, that the Criminal Appeal Bill, introduced in the House of Lords by the Lord Chancellor, follows generally on the lines of last session's measure. A few modifications have been made in regard to controverted points of detail, for the purpose of reducing to a minimum the possibilities of opposition; but the underlying principles of the scheme remain unaltered.

The Land Registry Claims.

The report of the Land Registrar to the Lord Chancellor on the work of the Land Registry for the years 1902 to 1905, which was issued last October (50 Solicitors' Journal, pp. 803, 819), will be fresh in the recollection of our readers. The document purported to be a report upon the nature and progress of the work of constructing a General Register of Title for the County of London, and the registrar was able, in consequence of the compulsion which exists in that area, to quote very considerable figures as to the amount of work which passes through his office. The gist of the report, however, lay, not so much in the record of the work which had actually been done, as in the suggestions for the extension of compulsion which its author thought it within his province to put forward. Everyone who is interested in the subject remembers the conditions upon which compulsory registration was tentatively introduced. The experiment was, with the consent of the London County Council, made in the area under the jurisdiction of that authority. But no further compulsory order under section 20 of the Land Transfer Act, 1897, was to be made for three years, and then only upon the application of a county council. More than three years has now elapsed since the introduction of compulsory registration for London, and the inconvenience and expense and delay incident to the system are so notorious that it has become hopeless to expect any county council to take the step of extending it. This effectually blocks the ambition of the Land Registry Office, and the leading feature of the registrar's report was his suggestion that the restriction should be removed. "Owing," he said, "to clauses first inserted in 1897, the Privy Council cannot make the necessary order without the previous invitation of the county council of the county to be affected. This provision has, I believe, already served the full purpose for which it was inserted by the Legislature, and *as it imposes considerable drawbacks on the progress of reform*, I may be pardoned, perhaps, for urging some considerations in favour of removing it." The words which we have italicized very much beg the question at issue, and although Mr. Brickdale's anxiety to extend the sphere of his office is only natural in so prominent a convert to the blessings of registration, the suggestion that those blessings are so obvious that the check imposed in 1897 can be properly removed clearly called for an answer on the part of the Law Society.

That answer has now been published under the title of "The Land Registry Claims," in the form of "Observations on the Report of the Registrar to the Lord Chancellor," which we assume will be in the hands of most of our readers; these observations have been prepared by the Land Transfer Committee of the Council, and a very effective piece of reading they make. They call attention, in the first place, to the utterly unfounded suggestion that the registration of title furnishes a safeguard against fraud. The fact, as appears from *Marshall* v. *Robertson* (50 Solicitors' Journal, 75), is just the other way. The issue of the official certificate of possessory registration, as Warrington, J., observed in that case, was the cause of the loss which his judgment inflicted on the defendants, and the case of *Attorney-General* v. *Odell* (1906, 2 Ch. 47) shews that in cases of fraud the protection afforded by the insurance fund is illusory. Moreover, the dangers incident to registration of title in the case of stocks, a simple matter compared to registration of title to land, has been recently illustrated in a very forcible manner by *Starkey* v. *Bank of England* (1903, A. C. 114). There has been no hint, so far, as to how the Land Registry proposes to obviate these dangers.

Then, again, as to the alleged simplicity of registration, it is, of course, easy to make a show of simplicity by taking the outline of a transfer of land and putting this forward as the official form. But the official form requires to be considerably enlarged in practice, and it is frequently necessary to supplement it by a collateral deed off the register. "Like all official systems," it is said in the "Observations," "the registration system is wanting in adaptability. Business men are required to fit their transactions to the registry forms. The building societies have declined to do this, and being a powerful body which the registry desires to

conciliate, they are allowed to use their own forms. The ordinary business man has no such privilege, and being obliged to accept the registry form, which does not fit his transaction, he has to supplement it with deeds off the register." But besides this the register by no means affords all the information which a person proposing to have dealings with the land requires. The register does not guarantee boundaries, and it will very likely contain references to outstanding rights existing in the land, the nature and extent of which can only be ascertained by reference to documents filed in the registry or by inquiries quite outside the registry. "As a matter of fact, investigation of title will continue to be necessary notwithstanding registration with an absolute title, and the one point on which registration might claim superiority over the ordinary conveyancing practice proves on inquiry to be untenable." A flagrant example of the difficulties introduced by registration is afforded by the precautions necessary upon a sale and contemporaneous mortgage of land in the compulsory area. This transaction, which is of ordinary occurrence and is attended by no difficulty in ordinary convenancing, becomes in the Registry Office a matter calling for special precaution and skill.

The "Observations" contain a hint of the numerous practical objections to registration of which evidence would be given if the question were submitted to inquiry. Reference has been made above to the special facilities afforded to building societies, but these have by no means disarmed the opposition of those interested in the management of such societies, and various officials are quoted as complaining of the delay and the additional expense which registration in the London area has caused, while the committee of the Building Societies Association in their report for 1903 advised all building societies to oppose any attempt to bring their districts under the operation of the Act. One case that is quoted is very instructive: "A well-known land society was desirous of acquiring a particular estate, and the price had been agreed. It is the practice of the society to sell an estate in lots, and to give their purchasers a free conveyance. When the contract was sent to the society it appeared that the estate was registered with an 'absolute' title. This fact proved fatal to the business, as the society would not face the delay and expense involved by having to register a title on behalf of each purchaser, and withdrew from the negotiation." This is an apt commentary upon the claim that registration increases the value of the land. In many instances it is a positive drawback in the view of intending purchasers and mortgagees. The fees charged in the Land Registry Office have, it is pointed out, been doubled since registration was made compulsory. They are already excessive having regard to the services rendered, and there is no assurance that they will not be again increased. And this forecast will certainly be verified if the system of compulsory registration is extended, with the consequent enormous increase of official salaries and expenses. An item of considerable magnitude will be the expenditure on surveys which will be necessitated, the present ordnance maps being quite inadequate for registration purposes.

And the expenses of registration, it is to be observed, do not enable a purchaser or mortgagee to dispense with the services of a solicitor, though the officials have attempted to cut down the total cost by a quite unjustifiable reduction of professional remuneration. Whatever advantages registration of title may be supposed to have, it is clear that in practice they do not enable the business man to be his own lawyer. "It is only faddists," it is remarked in the "Observations," "who are their own lawyers. Nine-tenths of the property buyers and men who are lending on mortgage are successful men of business with their hands full, who have neither time nor inclination to understand the 345 rules and 72 forms affecting the practice of Land Registry. And if a solicitor is to be employed, is he not entitled to be fairly remunerated? The percentage scale of remuneration allowed to solicitors under the Land Transfer Acts is entirely inadequate. Instead of there being less work in connection with registered land, there is more work, yet, according to the Registrar, a solicitor's remuneration is never to exceed 10s. 6d. per £100, and may be less than 1s. per £100. No professional man can afford honestly to work for such a pittance. The scale appears to have been framed, not with the idea of giving a fair day's pay for a fair day's work, but in order to afford the Land Registry an opportunity of raising its fees and, at the same time, of creating an impression favourable to its own interests."

We have referred above to the suggestion of the Registrar that the county councils should be deprived of the check which they now possess upon the extension of compulsory registration. This is described in the "Observations" as an unassailable position, and it is hardly conceivable that it should be abandoned. Compulsory registration still remains, so far as the question of extension is concerned, tentative. The burden of proving that it is beneficial, and that the experimental stage should be treated as past, rests with the advocates of registration. This burden they have not attempted to discharge, and in face of the actual experience of the working of registration in London, it is very unlikely that they would be able to discharge it to the satisfaction of an impartial tribunal. Certainly nothing in the direction of Mr. BRICKDALE's suggestion should be entertained until a free and full inquiry into the practical working of compulsory registration has been held.

The Late Lord Davey.

THE death of Lord DAVEY leaves a lamentable gap in the highest appellate tribunals of the United Kingdom and the British dominions beyond the seas. He was endowed by nature with a first-rate ability for learning and for turning his learning to good account. His Oxford career is sufficient proof of this, carrying a first class both in classics and mathematics, the senior mathematical scholarship, the Eldon law scholarship, and a fellowship at University College. He was wise in the choice of a profession which gave ample scope to all his natural talents, and affords an absorbing intellectual interest even to those who may only attain a moderate practical position. But fortune favoured him with a rapid success and an enormous practical experience in every variety of work to an extent which has rarely been equalled within living memory. A native instinct for principles, a quick perception of facts, and an unrivalled logical apparatus facilitated the application of his services to every sort of case, even though it lay far outside the normal lines of an experienced Chancery practitioner. He was called to the bar in 1861, took silk in 1875, and became a special in 1877; and from that time until he became a judge in 1893 his name is to be found in almost every important case in the House of Lords and in the Privy Council and elsewhere. It mattered not at all whether the subject-matter of the action were a question of real property or equity within his natural province as a Chancery silk, or of common law, or mercantile, constitutional or even ecclesiastical law. He was everywhere ready with his dry lucid logic and easy marshalling of facts and cold sarcasms, expounding and applying the principles of any system of law, whether English, Scotch, French Canadian, Roman Dutch, Hindoo, Mahomedan, or any other of the systems which find their place within the Empire. Probably his greatest *tour de force* in this way was his prosecution and conviction of a bishop for illegal ritual before an archiepiscopal court resuscitated *ad hoc* and before the Judicial Committee. Those who were present at Lambeth will probably agree that he appeared to relish the situation with a nearer approach to the gratified enjoyment of a subtle sense of humour than he was in the habit of displaying in other courts. The extent of his practice gave rise to the *bon mot* that he was guilty of treasonable practices, in that he aimed at being "in all courts and over all causes, as well ecclesiastical and civil, within these dominions supreme."

Beside being a great lawyer, he was a keen politician; but it was in the sphere of politics that the jealous gods found their opportunity for revenge upon his excessive prosperity in the courts. He was a philosophical Radical, without reference to, or respect for, currents of popular opinion or feeling. His cold, clear, logical attitude left him out of sympathy with ordinary people; and, when accentuated by the irritating manner of self-conscious superiority which afflicts so many Oxford men, even without the same substratum of justification, it made him unpopular in the House and a by-word of anathema on political platforms. His electoral misfortunes were the amusement of his friends and

the delight of his opponents. He never kept a seat for two successive elections, and he three times lost safe seats which had been provided to qualify him as Solicitor-General. No one who was ever on the same platform with him could be surprised; the great intellect which dominated the judges appeared to be paralysed before a meeting of citizens; it had neither the sympathetic imagination to lower itself and voice their thoughts, nor the force to make them rise to the level of its own. And when a would-be political ally, in the shape of an agricultural rustic at the back of the hall, addressed the great lawyer with the encouraging shout, "Spëak up, yer slimy twoäd!" it was felt that the last word had been said. The jealousy of the gods was appeased: Sir HORACE DAVEY remained Solicitor-General, but without a seat in the House.

Fortunately for themselves and the country, and in spite of the inverted thumbs of the electorate, Mr. GLADSTONE and Lord HERSCHELL knew and appreciated the value of his learning and advice, and did not fling him to the lions; but for other reasons his official life was short, covering barely three years of the thirteen during which he was in and out of Parliament. In 1893 he was made a Lord Justice of Appeal, and in 1894 a Lord of Appeal, and so became a judicial member of the two great appellate tribunals before which he had passed so much of his life as an advocate, and also a member of the Legislature without the risk of popular election. From his first appearance there he took very high rank as a judge in the estimation of all lawyers—in the House of Lords second only to Lord MACNAGHTEN, and in the Privy Council not second even to him, for there his unexampled experience as an advocate in the various systems of jurisprudence told with greater effect. He was patient, attentive, clear, and fearless, never shrinking from being in a small minority if his appreciation of principles led him into that position, as it occasionally did. His one defect, if any, was that his excessive care for logic sometimes forced him into technicalities from which a larger gift of imagination might have kept him free. It is a curious psychological fact that the Radical politician Lord DAVEY was sometimes found to be less alive to possibilities of new developments in the application of old principles than his politically Conservative opponent Lord MACNAGHTEN. The case of the Scotch Free Kirk is an example. Lord DAVEY was content to submit to be guided by precedents which were not directly in point, and to deduce his conclusion from them. It is, of course, to his personal credit that no considerations of policy (to which no one could be more alive) could turn him a hair's-breadth from his own logical view of the strict law applicable to the facts. But to many it will appear that this was one of the cases in which strict logical deduction may be sure to lead to a wrong conclusion, because the premisses may be wrong. It is in the inductions which establish the premisses that the gift of scientific imagination lies; and that was not Lord DAVEY'S strong point.

But however that may be, he was one of the two best judges on the English bench; and he has gone. It will be a task of the greatest difficulty to choose his successor: it seems impossible to find his equal. It will become quite impossible to find even an approach to this, if the political claims of law officers are allowed to interfere with the responsible selection of the best lawyer available for this all-important post in the judicial machinery of the Empire. The man who is probably most competent, Mr. ARTHUR COHEN, K.C., appears, for some inscrutable reason, to be outside the pale of judicial appointments. In default of him, the man the profession would like to see appointed as Lord DAVEY'S successor is Lord Justice COZENS-HARDY. But there are others with higher qualities than can be claimed by any law officer of the Crown.

The twenty-eighth meeting of the Bankruptcy Law Amendment Committee was held on the 20th ult. at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Oscar Berry, F.C.A., representing the London Chamber of Commerce, and by Mr. A. R. O. Gery (of the firm of Messrs. Gery & Brooks, solicitors, of Old Cavendish-street, W.). Mr. Berry dealt generally with the whole of the matters which the committee have under consideration, and handed in as part of his evidence a memorandum embodying the conclusions of the London Chamber on those matters. Mr. Gery's evidence related principally to the question whether married women should be made amenable to the bankruptcy law, and as to the consequences of bankruptcy on a married woman's property.

Reviews.

The Domestic Relations.

THE LAW OF THE DOMESTIC RELATIONS: INCLUDING HUSBAND AND WIFE, PARENT AND CHILD, GUARDIAN AND WARD, INFANTS, AND MASTER AND SERVANT. By WILLIAM PINDER EVERSLEY, B.C.L., M.A., Barrister-at-Law. THIRD EDITION. Stevens & Haynes.

We are glad to welcome a new edition of this careful and exhaustive work on the domestic relations. It has established for itself a position as one of the higher class of text-books, and the author is to be congratulated on the thoroughness with which he has covered so wide a field. The chapter in the section on "Husband and Wife" which deals with separate estate (p. 350) expounds a subject which is of the highest importance both in regard to its original creation by the Court of Chancery and in regard to its modern statutory extension. *Tullett* v. *Armstrong* (1 Beav. p. 21) is naturally quoted for an authoritative statement of the nature of separate estate—a form of property, however, which Mr. Eversley traces back to the reign of Elizabeth—and the modes of creation of separate estate, and its incidents, are discussed in detail, and with copious references to the authorities. Equal thoroughness characterizes the explanation of the rights and powers of parents in respect of the persons of their children (p. 508); and the development of the equitable jurisdiction—now exercised by all branches of the High Court—to interfere with the father's right to the custody of his children on the ground of personal unfitness, is carefully traced. Under "Guardian and Ward" the numerous classes of guardians are explained, though for practical purposes they are reduced to testamentary guardians and guardians appointed by the court. Infants have a section assigned to themselves, apart from their relations to their parents or guardians, and in this the capacities and responsibilities of infants, civil and criminal, are considered. The full effect of section 1 of the Infants' Relief Act, 1874, is, it is pointed out, still undetermined, but the sweeping provision for making contracts of infants, otherwise than for necessaries, void seems not to interfere with liabilities incident to property vested in the infant, as to which his contract is probably valid unless disclaimed at majority. A chapter of this section (p. 830) is devoted to the numerous statutes which have been passed of recent years for the special protection of children. The book is a most useful one for the lawyer's library.

Books of the Week.

The Law Relating to Particulars and Conditions on Sale on a Sale of Land. Third Edition. By WILLIAM FREDERICK WEBSTER, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Winding Up of Companies by the Court, Voluntarily and Under Supervision, with the Acts, Rules, Forms, and Scale of Fees Relating Thereto. By F. GORE-BROWNE, M.A., K.C. Second Edition. Jordan & Sons (Limited).

Correspondence.

Seisin and Possession.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In addition to the points referred to in your learned article on this subject (*ante*, p. 263), the recent decision of Kekewich, J., in *Copestake* v. *Hoper* indirectly raises a question on which there is some divergence of opinion—namely, the effect of a modern deed of grant. The mortgage in that case, so far as it operated as a conveyance of the land, derived its effect from the Real Property Act, 1845, which, as every apprentice knows, provides that all corporeal hereditaments shall, as regards the conveyance of the immediate freehold thereof, be deemed to lie in grant as well as in livery. At the time the Act was passed it was looked upon as a masterpiece of neat drafting, but the neatness appears to be chiefly on the surface, for no one knows exactly what its operation is. The general opinion is that a conveyance of land under the statute operates as a transfer of the seisin from the grantor to the grantee. Thus, in Williams on Real Property the effect of the Act is stated to be that it makes "the freehold possession or legal seisin capable of being transferred by a deed of grant" (20th ed., p. 201). The late Mr. Goodeve also laid it down that, since the Act, "a simple deed of grant will pass, and is the ordinary mode of conveying, the freehold or feudal seisin of all lands" (R. P., 1st ed., p. 279); and many other text-writers are of the same opinion: Tudor L. C. 305; Carson's R. P. Stat. 515; Challis R. P. 377. But if this is so, the mortgagee in *Copestake* v. *Hoper* was seised of the land as soon as the

mortgage was executed, and the decision of Kekewich, J., was erroneous. I submit, however, that the Act has no such operation, and that the effect of a deed of grant is simply to convey the legal estate in the land to the grantee. The Act does not profess to give to a grant of the immediate freehold a greater effect than a grant of an incorporeal hereditament had at common law, and a grant of a reversion or remainder expectant on an estate of freehold does not give the grantee seisin of the land; the seisin is in the owner of the particular estate. Consequently, a conveyance of the immediate freehold of land by grant does not give the grantee seisin until he enters. This appears to be the view taken by Mr. Lightwood (Possession of Land, 35), and other text-writers agree in attributing to the Act a strictly limited operation: Goodeve's R. P. (3rd ed.) 364; Davidson's Conc. Prec. 4.

If this view is correct, it affords a simple answer to the difficulty which arose in *Copestake* v. *Hoper*, for if the mortgage did not transfer the seisin of the land to the mortgagee, the mortgagor remained seised within the meaning of the custom.

Seisin, in the technical sense of the word (for it has a popular sense as well), is not an easy thing to define, but it may be doubted whether any definition is satisfactory which does not lay stress on the element of title, for a freehold title is an essential part of seisin. A lessee for years may be in possession, but he has not seisin; on the other hand, a mere squatter may have seisin, because if he is a disseisor he has a fee simple by wrong. Those who are interested in this question will find it discussed in an article on "Seisin" in the Law Quarterly Review (vol. xii., p. 239). Fortunately, the question is rarely of practical interest, except where land of customary tenure is concerned. So far as regards the conveyance and descent of ordinary freehold land, the recovery of it by legal proceedings, and the acquisition of title by adverse possession, seisin has been deprived by statute of all its importance. CHARLES SWEET.

Feb. 18.

The Collection of the Death Duties.

The following correspondence has been sent us for publication:

[COPY.]

Law Society, Chancery-lane, 5th Nov., 1906.

Dear Sir,—At the recent Provincial Meeting of the society a "Paper" on the "Collection of the Death Duties" was read by Mr. W. J. Humfrys, and the meeting requested that a print of the "Paper" should be sent to you. The Council have now instructed me to send the paper for your consideration.—Yours faithfully, E. W. WILLIAMSON, Secretary.

E. Freeth, Esq., Secretary, Estate Duty Office.

Estate Duty Office, Somerset House, London, W.C., 9th January, 1907.

Sir,—Your letter of the 5th November last, and the print of Mr. Humfrys' paper on the "Collection of the Death Duties" which accompanied it, having been considered by the Board of Inland Revenue, I am directed by them to inform you as follows:

Three years ago additional accommodation was provided for this office, and the staff was, at the same time, considerably increased.

The arrear in the review of claims has been largely overtaken, and at no very distant date will be altogether extinguished.

The old system of public attendances did not, as a matter of fact, give satisfaction to the legal profession. Complaints were constant that the examiner was found to be already engaged, and that, when at last an audience was obtained, the case could not, for one reason or another, be proceeded with.

However, there are good and sufficient reasons why that system should not be restored, and the question is to be regarded as finally settled.

But under the present system an interview is readily given to a solicitor or his London agent if, after the account has been provisionally examined, that course seems likely to be of use.

In all simple cases, such as legacy receipts, the duty is, under the present system, assessed on the day on which the document is received, but in less simple cases it is not in the interest of the revenue that the assessment should be made without full and proper deliberation.

Certificates are given to all persons entitled, and binding assurances are given, readily and not grudgingly, to any person really interested.

Costs of sale are not allowed as a deduction in arriving at the principal value of property for estate duty, because the taxable value is the value of the property unsold, and this value the sale merely demonstrates. At the same time, where there is reason to believe that the particular method of sale has enhanced the value of the property, a proper allowance is made.

Cases involving the valuation of policies on the life of a living person have for some time past been referred to an expert, and are considered on their merits. The addition of 25 per cent. to the surrender value to arrive at the saleable value is merely an approximation which would usually be accepted by the office without challenge.

In conclusion, the Board direct me to say that they have read with pleasure Mr. Humfrys' tribute to the "almost unvarying courtesy" of this office, and its "evident desire to avoid anything in the nature of injustice or oppression."—I am, Sir, your obedient servant,

E. W. Williamson, Esq. E. FREETH, Secretary.

Points to be Noted.

Company Law.

Voluntary Winding Up—Staying Actions Against the Company.—By section 87 of the Companies Act, 1862, when "*an order* has been made for winding up" no action is to be proceeded with or commenced without the leave of the court. There is no such automatic stay in the case of a voluntary winding up, unless, indeed, a supervision order is made, in which case the order has the same effect as a compulsory order as regards staying actions: see section 151 of the Act of 1862. In the sixth edition of Lindley on Companies (1902) it is said: "There are no similar provisions which are expressly applicable to companies which are being wound up voluntarily; but upon the application of the liquidators or any of the contributories *or creditors* of such companies, the court is empowered to restrain creditors from proceeding with actions, &c. . . . and this power has been exercised on several occasions." References are given to several cases, but to none decided since the 1st of January, 1901, when the Companies Act, 1900, came into operation. That Act, it will be remembered, enabled a creditor for the first time to apply in a voluntary winding up under section 138 of the Act of 1862. In a recent case the difference between compulsory and voluntary winding up, as regards staying actions, is clearly pointed out. After a voluntary winding up had commenced, an action was brought against the company by a man who claimed £1,000 as an agreed fee for services rendered, or, in the alternative, upon a *quantum meruit*. The company obtained unconditional leave to defend, but an application by the liquidator for a stay of the action was refused. During the argument on appeal the Master of the Rolls said he could not see why the Legislature in 1900 stopped short of extending section 87 to voluntary liquidations, unless 'they thought that *primâ facie* a plaintiff had a right to proceed with his action." Ultimately the following rules were laid down: (*a*) In a compulsory winding up the creditor is not allowed to proceed by action unless he can shew special grounds for having leave to do so. (*b*) In a voluntary winding up the *onus* of shewing that a creditor's action should be stayed is on the liquidator. (*c*) In a voluntary winding up the court has a discretion as to staying a creditor's action. (*d*) When the existence of a debt or liability is substantially admitted, even although there is a question as to the exact amount, the discretion is exercised by staying the action and leaving the amount to be determined in the voluntary winding up. (*e*) When there is a real dispute as to the existence of any liability, the action against a company in voluntary liquidation will not be stayed.—CURRIE *v.* CONSOLIDATED KENT COLLIERIES CORPORATION (LIMITED) (C.A., Dec. 19, 1905) (1906, 1 K. B. 134).

CASES OF THE WEEK.

Court of Appeal.

JOSEPH THORLEY (LIM.) *v.* ORCHIS STEAMSHIP CO. (LIM.).
No. 1. 25th Feb.

SHIP—DEVIATION—BILL OF LADING—EXCEPTED PERILS—LOSS NOT CAUSED DURING DEVIATION—LIABILITY OF SHIPOWNER.

A bill of lading exempted the shipowner from liability for a loss of goods carried in the ship owing (inter alia) *to the negligence of stevedores in discharging the cargo. The ship deviated from the voyage specified in the bill of lading, and on arrival at the port of discharge the goods were damaged owing to the negligence of the stevedores in discharging them.*

Held, that the shipowner could not, by reason of the deviation, rely upon the exemption in the bill of lading as an answer to a claim for the damage to the goods, though the damage was not caused by or during the deviation.

Balian & Sons *v.* Joly, Victoria, & Co. (6 *Times L. R.* 345) *followed.*

Appeal from the judgment of Channell, J., after the trial of an action with a jury (reported in 1907, 1 K. B. 243). The action was brought to recover damages for breach of contract and breach of duty in and about the carriage of goods in the defendants' steamship *Orchis* under a bill of lading. The bill of lading, so far as material, was as follows: "Shipped in good order and condition by the Eastern and Colonial Association (Limited), of Limassol, in and upon the good steamship called *The Orchis* . . . now lying in the port of Limassol and bound for London, the following: Eight hundred and ninety-seven (897) tons locust beans, in bulk . . . to be delivered in the like good order and condition at the aforesaid port of London (the act of God . . . and all accidents, loss, and damage whatsoever from machinery . . . steam navigation, or from perils of the seas . . . or from any act, neglect, or default whatsoever of the pilot, master, officers, engineers, crew, stevedores, servants, or agents of the owners, in the management, loading, storing, discharging, or navigation of the ship or otherwise [excepted], and the ship not being liable to make good loss arising from any of the causes above) unto the order of ——, he or they paying freight for the said goods at London." The locust beans were loaded at Limassol, in Cyprus, upon the top of

some earth, called terra umber, separating cloths and mats being placed between the terra umber and the beans. The ship after leaving Limassol proceeded to two ports in Asia Minor (thus deviating from the direct voyage from Limassol to London), and then went to Malta, where she completed her loading, and thence to London. In the course of discharging the cargo in London it was found that some of the locust beans had got mixed with the terra umber, and as the terra umber was found upon analysis to contain arsenic, the plaintiffs, who were the indorsees of the bill of lading, suffered a loss. In an action to recover the loss the defendants pleaded that the beans became mixed with the terra umber owing to the act, neglect, or default of the stevedores in discharging the cargo, and that they were protected from liability by the exceptions in the bill of lading. The plaintiffs, in reply, alleged that, as *The Orchis* had deviated from the voyage contracted for—namely, from Limassol to London—the defendants were not entitled to the protection of the exceptions. The jury at the trial found that the locust beans were properly stowed, and that the mixture occurred during the discharge, and they assessed the damages at £240. Channell, J., held, upon the authority of *Balian & Sons* v. *Joly, Victoria, & Co.* (6 Times L. R. 345), that the deviation deprived the defendants of the protection of the exceptions contained in the bill of lading, though the loss did not occur during the deviation. He accordingly gave judgment for the plaintiffs.

THE COURT (COLLINS, M.R., and COZENS-HARDY and FLETCHER MOULTON, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that the loss here was caused by the negligence of the stevedores in discharging the cargo. It seemed to him that the decision of this court, delivered nearly seventeen years ago, was in point and covered the present case. The principle of that decision seemed to him to be that a deviation was a breach of what was a condition in the contract, or a warranty in the sense of that word as used in connection with seaworthiness, and that, if that condition or warranty were not complied with, the contract was displaced. It went to the root of the contract and to the right of the shipowner to put in suit the contract, and it was not necessary to trace the mischief to the particular breach—namely, the deviation. At the same time circumstances might arise between the shipowner and the cargo owner which might give rise to an implied obligation on the part of the cargo owner to pay the freight by reason of the cargo having been carried in the ship. That, however, was quite consistent with the displacement of the express contract in the bill of lading. The special contract, therefore, was displaced, and that left only such stipulations as might be implied from the circumstances and conduct of the parties or as arising out of the contract. The plaintiffs were therefore entitled to recover the £240.

COZENS-HARDY and FLETCHER MOULTON, L.JJ., concurred.—COUNSEL, *J. A. Hamilton*, K.C., and *A. H. Chaytor*; *Scrutton*, K.C., and *Lewis Noad*. SOLICITORS, *Hollams, Sons, Coward, & Hawksley*; *William A. Crump & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

Re **WATERHOUSE**. **WATERHOUSE** *v.* **RYLEY**. Joyce, J. 20th Feb.

WILL—POWER OF APPOINTMENT—CONDITION IMPOSED ON EXERCISE OF POWER—EXERCISE BY WILL—SUFFICIENT REFERENCE TO POWER.

Where a power of appointment is given subject to a condition that it shall not be exercised by will unless such will "expressly purports to exercise such power," a bequest in a will of all the residue of the personal estate possessed by the testator or over which he may have any "disposing power," is a good exercise of such power of appointment.

Adjourned summons. By his will dated the 31st of October, 1887, N. W. devised and bequeathed the residue of his estate upon trust for such person or persons, and in such proportions and subject to such limitations as his sisters or the survivor or survivors of them should by deed or the survivor of them should by will appoint. The will then continued, "Provided nevertheless that no will of such survivor shall be deemed an exercise of the power aforesaid unless it expressly purports to exercise such power." There was a gift over in default of the power of appointment being exercised. The said power in the events which happened became vested in R. W., who by her will dated the 28th of November, 1902, disposed of the residue of her estate in the terms following—viz., "I give and bequeath all the residue of the personal estate of which I shall be possessed at the time of my decease, or over which I have or shall have any disposing power." The testatrix also had a power of appointment under the will of her mother, but made no reference in her will to either of such powers in express terms. This summons was taken out by the surviving trustee and executor of the will of N. W. to have it determined whether on the true construction of the said wills the testatrix R. W. had by the residuary gift in her will exercised the power of appointment vested in her as the survivor of herself and her sisters by virtue of the provisions of the said will of the said testator N. W. It was contended on behalf of one of the parties to the summons who would benefit by the gift over in default of appointment, that the power had not been exercised. It was argued that this was not a general power of appointment, and that the testator N. W. intended to exclude the rule in *Phillip* v. *Cayley* (33 SOLICITORS' JOURNAL 559, 34 SOLICITORS' JOURNAL 141, 43 Ch. D. 222, and by using the words "expressly purports" gave the strongest possible indication that anyone desiring to exercise the power should expressly refer to it in terms. The cases of *Re Mayhew, Spencer* v. *Cutbush* (45 SOLICITORS' JOURNAL 326; 1901, 1 Ch. 677), *Re Hayes, Turnbull* v. *Hayes* (1901, 2 Ch. 529), and *Re Weston's Settlement, Neeves* v. *Weston* (1906, 2 Ch. 620), were cited in support of this contention, and it was pointed out that in this case it could not be argued that the testatrix had no other power of appointment.

JOYCE, J., without calling upon counsel in support of the validity of the exercise of the power, said that it was clear that the testatrix intended to exercise every power she had of disposing property by her will, and therefore it expressly purported to exercise the power given to her by the will of N. W., and was a perfectly good exercise of that power.—COUNSEL, *Stiebel*; *Harman*; *Tomlin*. SOLICITORS, *Waterhouse & Co.*; *Sharpe, Parker, Pritchards, Barham, & Lawford*, for *Ryley, Alcock, & Anderson*, Liverpool.

[Reported by W. F. LAWRENCE, Barrister-at-Law.]

HALKETT *v.* **EARL OF DUDLEY**. Parker, J. 14th, 21st, and 22nd Feb.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—DEFECT IN TITLE—REPUDIATION OF CONTRACT AFTER DECREE FOR SPECIFIC PERFORMANCE—WILL PROVED IN SCOTLAND—EXAMINED COPY—EVIDENCE—LORD BROUGHAM'S ACT (14 & 15 VICT. c. 99).

A decree for specific performance does not take away the right of a purchaser to repudiate the contract for sale, but he must obtain the leave of the court to do so and must act promptly. A vendor may remove a defect in title if the purchaser delays taking steps to give effect to his repudiation. An examined copy of a will proved in Scotland is evidence of the contents of such document.

Further consideration and adjourned summons. In August, 1902, Mrs. Margaret Halkett entered into an open contract with the Earl of Dudley for the sale to him of certain lands and hereditaments at Egham in Surrey, and known as "Great Forsters," for the sum of £24,000. After negotiations extending over some period of time Mrs. Halkett in July, 1904, instituted an action for specific performance of the contract and obtained a decree for specific performance, and inquiries were directed as to title. No abstract of title was delivered prior to the decree, but was delivered early in 1905. The defendant by his requisitions, which were delivered in April, 1905, raised an objection relating to a small piece of land, namely, that it was subject to certain restrictive covenants. In his observations on replies to requisitions the defendant raised an objection that no satisfactory evidence of a will affecting the property, and proved in Scotland had been given. In December, 1905, the plaintiff obtained a contract to release the restrictive covenants, which were eventually released in January, 1906. The defendant in April, 1906, issued a summons asking the court to discharge him from the contract on the ground that the plaintiff had not a good title and had no power to compel a conveyance from any other person at the date of the contract. This summons was directed to stand over and to come on for hearing with the further consideration of the action. In the meantime the master's certificate was made, that the plaintiff had shewn a good title. The defendant thereupon issued a second summons asking to have the certificate of the master discharged on the ground that the Scotch will had not, nor had any sufficient evidence thereof, been produced. It was argued on behalf of the defendant that a purchaser on discovering a defect in the title to land which he has contracted to buy has a right to repudiate the contract, a right which is not affected by a decree for specific performance; that the defendant had repudiated the contract as early as July, 1905, or at any rate before the objection of the restrictive covenants had been removed; the plaintiff had given no satisfactory evidence of the contents of the Scotch will; a certified copy of a will proved in Scotland was not evidence; Lord Brougham's Act (14 & 15 Vict. c. 99) did not apply to Scotland; a material link in the title was therefore missing. For the plaintiff it was contended that the defendant had not repudiated the contract within a reasonable time of becoming aware of the defect in the title; and that, the plaintiff having removed the defect before repudiation, was entitled to succeed.

PARKER, J., in giving judgment, after stating the facts, said that the right of a purchaser to repudiate a contract to buy land on discovering a defect in the title is not taken away by a decree for specific performance, but it is a right which must be exercised as soon as the defect is ascertained. The purchaser is not entitled to lead the vendor to believe that he has waived the point. After decree the purchaser cannot repudiate without the leave of the court; the proper course on discovering a defect in title which, but for the decree, would entitle him to repudiate the contract is to move to be discharged from the contract. In the present case the defendant (the purchaser) took no step to give effect to his repudiation until April, 1906, at which time the defect of the restrictive covenant had been removed. In *Hoggart* v. *Scott* (1 Russ. & My. 293) the plaintiff, in a bill for the specific performance of a contract, was held to be entitled to a decree if at the hearing he could shew a good title, although he had not such title at the time of the contract; but the defendant might, if he had thought fit, have retired from the contract as soon as the want of title was discovered, and was not bound to wait till the plaintiff could acquire a good title. *Eyston* v. *Simonds* (1 Y. & C. 608) and *Salisbury* v. *Hatcher* (2 Y. & C. 54) decide that the purchaser must not lead the vendor to believe that he has waived a defect in title, and after the defect has been remedied to repudiate. With regard to the Scotch will his lordship said that the production of this document in this country was impossible. He was of opinion that the vendor was under no obligation either to produce or to covenant to produce a document which was a matter of record. Lord Brougham's Act (14 & 15 Vict. c. 99) has no application to Scotland, but this Act did not supersede the common law, but was cumulative, and therefore the common law applied, and an examined copy of the will was sufficient evidence. The two summonses of the defendant therefore failed and must be dismissed.—COUNSEL, *Buckmaster*, K.C., and *Methold*; *Upjohn*, K.C., and *MacSwinney*. SOLICITORS, *Burgess, Taylor, & Tryon*; *Bell, Steward, May, & How*.

[Reported by LEONARD T. FORD, Barrister-at-Law.]

High Court—King's Bench Division.

CAIRN LINE *v.* **TRINITY HOUSE CORPORATION.** Bray, J. 25th Feb.

SHIP—LIGHT DUES—SPACE OCCUPIED BY BUNKER COALS ON AWNING DECK—"DECK CARGO"—"STORES"—MERCHANT SHIPPING ACT, 1894, s. 85 (1)—MERCHANT SHIPPING (MERCANTILE MARINE FUND) ACT, 1898, s. 5 (2); SCHEDULE 2, R. 8.

Bunker coal was placed on the awning deck of a vessel when she left Penarth for Buenos Ayres. During the voyage the coal was transferred to the bunkers and burnt. In a claim in respect to light dues,

Held, that for the purpose of levying light dues the space so occupied on the awning deck had to be taken into consideration in arriving at the registered tonnage. In section 85 of the Merchant Shipping Act, 1894, "deck cargo" includes goods that are not freight-earning. "Stores" includes ship's stores carried for the use of the ship itself. "Other goods" is not limited to freight-earning goods, and is wide enough to include bunker coal. The bunker coals carried on the awning deck came within the meaning of deck cargo, and light dues were payable.

The plaintiffs' claim was to recover 6s. 10d., paid under protest, being the amount demanded by the defendants in respect of light dues, in respect of one hundred tons of bunker coals carried on the awning deck of the plaintiffs' vessel. The plaintiffs' steamship *Cairntorr* left Penarth in April, 1906, for Buenos Ayres. The vessel carried 4,924 tons of coal, shipped by Messrs. Cory Brothers (Limited), under bills of lading, in the ship's holds. In addition, the steamship carried 1,127 tons of coal for use on board in the ship's bunkers, sixty-four tons in the poop and one hundred tons on the awning deck, none of which earned freight or was carried under bills of lading. On the voyage the one hundred tons on the awning deck was moved into the thwart ship bunkers and burnt in the boiler fires. The Merchant Shipping Act, 1894, s 85 (1), provides: "If any ship, British or foreign, other than a home trade ship as defined by this Act, carries as deck cargo, that is to say, in any uncovered space upon deck, or in any covered space not included in the cubical contents forming the ship's registered tonnage, timber, stores, or other goods, all dues payable on the ship's tonnage shall be payable as if there were added to the ship's registered tonnage the tonnage of the space occupied by those goods at the time at which the dues became payable." The Merchant Shipping (Mercantile Marine Fund) Act, 1898, s. 5 (2), provides: "The scale and rules set out in the second Schedule to this Act shall have effect for the purpose of the levying of light dues in pursuance of this Act, but her Majesty may by Order in Council alter, either generally or with respect to particular classes of cases, the scales or rules and the exemptions therefrom." The second Schedule, r. 8, provides: "For the purposes of these rules (*a*) a ship's tonnage shall be reckoned as under the Merchant Shipping Act, 1894, for dues payable on a ship's tonnage, with the addition required in section 85 of that Act with respect to deck cargo, or in the case of an unregistered vessel in accordance with the Thames measurement adopted by Lloyd's register." The defendants based the right to demand the said sum upon the above Acts. It was contended for the plaintiffs that bunker coals carried on deck was not "deck cargo." Cargo meant that which was freight-earning; it meant goods to be carried from one country to another: *Richmond Hill Steamship Co.* v. *Corporation of the Trinity House* (1896, 2 Q. B. 134), was referred to. It was contended for the defendants that "deck cargo" referred merely to the position of the goods carried. It was not necessary to shew that that which was carried on deck earned freight; that was shewn by the use of the word "stores" in section 85 of the 1894 Act. The case of *Richmond Hill Steamship Co.* v. *Corporation of the Trinity House* (*supra*) was distinguishable. In principle coal so carried should not be exempt, and the Acts gave power to levy a due in respect of light. *Cur. adv. vult.*

BRAY, J.—The point in dispute is whether this coal was "timber, stores, or other goods." The first duty of the court in construing a statute is to see what is the natural meaning of the words used, and the first word which has to be construed is "deck cargo." The plaintiffs contend that deck cargo means freight-earning cargo carried on deck. Now, the statute here has given a special definition of the word "deck cargo." That I think is the natural effect of using the words "that is to say." It first uses a word capable of more than one construction and then it defines its meaning. I cannot interpret the words "that is to say" in any other way. I think the word "deck cargo" is large enough to include goods that are not freight-earning and it seems to me that the definition shews that it is intended to have that larger meaning here. I find that the word "cargo" is not repeated anywhere in the definition. If it had been intended that it should be confined to cargo in the sense of freight-earning cargo, I think the words used would have been something of this kind, "that is to say, as cargo in any uncovered space, &c." Next I think the words "timber, stores, or other goods" shew that it was not to be confined to freight-earning cargo. The word "stores" must, I think, include ship's stores carried for the use of the ship herself. The word "stores" is frequently used in the statute and in the rules as denoting, or, at all events, as including the ship's own stores. Now, ship's stores carried for the use of the ship herself are no more freight-earning than bunker coals. If this be so, the words "deck cargo" cannot be construed as confined to freight-earning cargo, and there is no reason for limiting the words "other goods" to freight-earning goods. If they are not so limited the words "other goods" are quite wide enough to include bunker coal. The view contended for by the plaintiffs really involves the ignoring or omission of the important words "that is to say." Having arrived, therefore, at what I have considered to be the natural construction of this section, I have to ask myself whether there is any reason why this natural construction should not be taken as the true construction. Why should it not have been intended that bunker coal carried on deck should pay light dues? It is important to see how far bunker coals in the bunkers pays light dues. Is the space occupied by the bunkers reckoned in arriving at the registered tonnage? Sections 77 to 81 of the Act of 1894, and the rules in the schedule, provide for the measurement of the ship and tonnage. The matter seems to stands thus. The space occupied by the bunkers is included in the gross tonnage, but a deduction is made for the space occupied by the propelling power, and in arriving at the latter amount an addition is made to the space actually occupied by the boilers and machinery: see section 78. I think it may be assumed that at all events one of the reasons for making this addition is the fact that space will be required for bunker coal, and that some deduction should be made for that; but it is plain that if the ship is carrying more than what the statute has assumed to be the normal amount of coal required for the boilers and machinery, the extra space so occupied will pay light dues. If a ship has bunkers larger than the normal she has to pay for the extra space; why should she not pay if she has smaller bunkers, but carries bunker coal on deck to make up the amount required for the voyage? The statute might have provided that all space actually occupied by bunker coal should be deducted. It has not done so. It has thought it better to make an average deduction which involves payment for extra space so occupied, and there is no reason why payment should not be made for that space wherever it is. The shipowner or charterer may put his coal where he likes; he pays for all space occupied, less the statutory deduction. It seems to me, therefore, that if I am to consider what the Legislature is likely to have done, my answer must be that it is likely to have made the ship pay for the space occupied by bunker coal on deck, and so also for ship's stores carried on deck. There is no reason, therefore, that I can find, why I should not adopt the construction which I have arrived at as the natural construction. I have now to consider the case of the *Richmond Hill Steamship Co.* v. *Corporation of the Trinity House* (1896, 2 Q. B. 134). I think it must be taken that the language used by all the learned judges in that case implies that they had it in their minds that deck cargo meant freight-earning cargo. It certainly was not necessary to decide that point because, the horses and cattle were undoubtedly freight-earning cargo. The *dicta* was therefore *obiter dicta*, and I am not bound by them unless I can see that they formed the *ratio decidendi*, and I do not consider that they did so. The argument of the counsel for the ship was that "other goods" must be construed as *ejusdem generis* with "timber and stores." The court rejected this and adopted the natural meaning. That was their *ratio decidendi*. Still there remains the fact that the court entertained an opinion contrary to the one I have formed, and if I could see that they adopted this opinion after argument, I should think it right to follow it. I cannot find any trace of the point having been argued. I think it is not an unnatural opinion to form on first consideration. I formed the same opinion on hearing Mr. Hamilton's argument, but after hearing Mr. Pickford my opinion changed. I am not convinced that those learned judges would not also have changed their opinion if they had had the the advantages I have had. I think the opinion of Kay, L.J., was the most pronounced. He says: "It was argued that 'stores' meant in this section 'ship's stores.' If so, it would appear that it must mean stores intended for the fitting out of other ships, because stores belonging to the ship herself would not be cargo, but I do not think that the word has the limited meaning which is suggested. It appears to me to mean stores of any kind carried on deck." I am not sure that I understand this passage. If the learned judge means that ship's stores carried by the ship on deck for her own use are not deck cargo within the meaning of the section, I cannot agree with him, and the fact that the ship's stores so carried are in my opinion deck cargo helps me, indeed almost forces me, to come to the conclusion that bunker coal is also deck cargo. This case has made me hesitate much before adopting the view which I have taken, but as I am not bound by it I think I must give effect to my opinion, which is that bunker coal carried on deck on this ship was "deck cargo" according to the meaning of that word in the section, and, therefore, that the 6s. 10d. was rightly payable, and the plaintiffs' action fails. Judgment for the defendants with costs on the High Court scale.—COUNSEL, *J. A. Hamilton*, K.C., and *Maurice Hill*; *Pickford*, K.C., and *Bateson*. SOLICITORS, *Botterell & Roche*; *Sandilands & Co.*

[Reported by W. T. TURTON, Barrister-at-Law].

Bankruptcy Cases.

Re **TYLER.** *Ex parte* **THE TRUSTEE.** C. A. No. 2. 21st Feb.

BANKRUPTCY — PROPERTY OF BANKRUPT — CLAIM FOR PREMIUMS ON POLICIES PAID BY BANKRUPT'S WIFE AFTER BANKRUPTCY — BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 44—DUTY OF THE TRUSTEE AS OFFICER OF THE COURT TO DO WHAT IS JUST.

Where a trustee in bankruptcy gets in'o his hands money which at law forms part of the property of the bankrupt divisible among his creditors, but in ordinary fairness and justice belongs to another person, the court will order the trustee as its officer to do justice and pay the money to the person really entitled to it.

Ex parte James, Re Condon (*L. R.* 9 *Ch.* 609), *and* Ex parte Simmonds, Re Carnac (16 *Q. B. D.* 308), *followed and applied.*

Appeal from a judgment of Bigham, J. (reported *ante*, p. 52). The trustee in the bankruptcy, the present appellant, had moved before

Bigham, J., for a declaration that the balance of the proceeds of two insurance policies on the life of the bankrupt, left after paying off the mortgagees of such policies, formed part of the property of the bankrupt divisible among his creditors. The facts before the court below were, as appeared from a statement agreed between the parties, that at some date prior to 1893 the bankrupt had taken out two policies upon his life, which upon the 13th of April, 1893, he mortgaged to Child's Bank to secure an advance. Towards the end of 1895 the bankrupt got into financial straits, and requested his wife to keep up the premiums on the policies and pay the interest due under the mortgage. On the 29th of January, 1896, he committed an act of bankruptcy, a receiving order was made against him on the 16th of July, and he was adjudicated bankrupt on the 27th of August in the same year. A trustee was appointed who had long since been released, and at the date of the motion the official receiver was *ex officio* trustee in the bankruptcy. The bankrupt's wife kept up the payment of the premiums and of the interest on the mortgage down to the death of the bankrupt in March, 1906. Neither the trustee nor the present official receiver ever became aware prior to the motion that the wife was keeping up these payments, but between the dates of the decision of Bigham, J., and the hearing in the Court of Appeal, it was discovered that in a preliminary examination of the bankrupt taken in 1901 he had disclosed the existence of a policy and stated that his wife was paying the premiums upon it, so that the matter must have been brought to the notice of the then official receiver, who had since died. When the bankrupt died the policy moneys were collected, and after paying the mortgagees a balance was left of £514 16s. 8d., which was claimed by the official receiver as trustee. This claim was opposed by the widow, who demanded the repayment of £481 18s. 2d. expended by her in keeping up the premiums and interest. Bigham, J., decided that the widow was entitled in justice, if not in law, to have the money repaid to her. The trustee appealed and contended that the court had gone beyond the limits of judicial discretion in ordering the trustee to pay away money which in law was the property of the creditors. He had, however, to admit that the discovery that a former official receiver had had notice that the wife was paying the premiums and had stood by and allowed her to do so made a great alteration in the case as presented in the court below. Counsel for the respondent was not called upon.

VAUGHAN WILLIAMS, L.J., held that Bigham, J., had properly exercised his discretion in ordering the repayment of the money and had rightly applied the principle laid down in *Ex parte James, Re Condon* (L. R. 9 Ch. 609) and *Ex parte Simmonds, Re Carnac* (16 Q. B. D. 308). The court regards the trustee as its officer, and when it finds that he has in his hands money which in equity (in the broad, not the technical, sense of equity) belongs to someone else, the court ought to order him to pay it over to the person really entitled to it. "The Court of Bankruptcy ought to be as honest as other people": per James, L.J. (L. R. 9 Ch., at p. 614). In the present case there was the additional circumstance recently brought to light that the trustee's predecessor in title had had the fact that the wife was paying the premiums brought to his notice, and should have been put upon inquiry.

FARWELL, L.J. concurred, and was of opinion that an officer of the court was bound to be even more honest than ordinary persons in ordinary affairs of everyday life: see *Re Bannister* (12 Ch. D. 131, per Fry, J., at p. 136). In the present case, quite apart from the points which had been argued, the respondent was in all probability entitled to a lien on the policy for the repayment of the money which she had expended.

BUCKLEY, L.J. concurred. The real fact of the case was that the policy moneys owed their existence to the payments made by the respondent, and it would be manifestly unfair that she should not be repaid. Appeal dismissed.—COUNSEL, *Sir W. S. Robson*, S.G., and *Hansell; Whinney*. SOLICITORS, *Solicitor to Board of Trade; Finch & Jennings*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **HALL.** *Ex parte* **THE OFFICIAL RECEIVER (TRUSTEE).**
C. A. No. 2. 21st Feb.

BANKRUPTCY—MONEY LENT TO BANKRUPT WITH NOTICE OF ACT OF BANKRUPTCY TO PAY A COMPOSITION—BENEFIT TO ESTATE—TRUSTEE'S DUTY TO ACT EQUITABLY—PROPERTY OF BANKRUPT—RELATION BACK—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), ss. 43, 44.

The holders of a mortgage for current account who advance money to the bankrupt with notice of an act of bankruptcy cannot repay themselves such advances out of the surplus realized by the mortgaged property after payment of the amount due to them at the date of the act of bankruptcy, nor will they be heard to allege that their case is hard because they did not understand the effect of notice of an act of bankruptcy.

Re Tyler (suprà) *distinguished.*

Appeal from the Divisional Court (Bigham and Darling, JJ., December 4, 1906, reported *ante*, p. 101), affirming a decision of his Honour Judge Eardley Wilmot in the county court at Yarmouth. The bankrupt, J. C. Hall, was the owner of two large fishing boats. He had been in difficulties for some years, and in November, 1905, had the misfortune to lose two "fleets" of fishing nets worth £600, which made it impossible for him to continue his business. His largest creditors were the respondents, Messrs. Hobson & Co., fish salesmen, who held a mortgage on his boats for current account, and the amount due to them at the date of the commencement of the bankruptcy was £340. The bankrupt laid his position before them early in December, 1905, they took possession of his boats under their mortgage and said they would try to arrange a composition with his creditors. About Christmas, 1905, they gave him copies of a circular signed by themselves to distribute among his creditors. This circular set forth that J. C. Hall had consulted Messrs. Hobson & Co. as to his affairs, and that Hobson & Co. were prepared to pay a composition of 4s. in the £ to each of Hall's creditors if they would consent to accept it. It was admitted that this circular constituted an act of bankruptcy of which Hobson & Co. had notice. Twenty-seven creditors agreed to take the composition, seven refused. Between the 28th of February and the 2nd of March, 1906, Hobson & Co. lent the bankrupt £158 to pay the assenting creditors. After this date Hobson & Co. sold the boats for £479, retained £340 in satisfaction of their old debt, and the balance in satisfaction of the advance of £158. The bankrupt filed his own petition within three months of the date of the circular to creditors. The trustee in bankruptcy claimed payment from Hobson & Co. of the balance of the proceeds of the sale of the boats remaining after payment of the £340 due to them at the date of the circular to creditors. The trustee's claim was rejected both in the county court and in the Divisional Court on the grounds that Hobson & Co. had benefited the estate and did not understand the effects of notice of an act of bankruptcy and that it would be inequitable to order them to pay the money to the trustee. The trustee appealed. Counsel for the trustee, after stating the facts and reading the judgments of the courts below, were stopped by the court. Counsel for the respondent contended that the principles of *Ex parte James, Re Condon* (L. R. 9 Ch. 609), and *Ex parte Simmonds, Re Carnac* (16 Q. B. D. 308) (referred to in *Re Tyler, suprà*) applied, and that the trustee, as an officer of the court, ought to be ordered to deal fairly with the respondents.

VAUGHAN WILLIAMS, L.J., stated the facts, and expressed the opinion that the doctrines of the cases relied on by the respondents had no application to the present case. The respondents had lent the bankrupt this money with notice of an act of bankruptcy, and with understanding of what the result of bankruptcy would be. Of course it was desirable that the estate should not be swelled without recognizing the rights of the respondents; but really the only argument in their favour was that they were unfamiliar with bankruptcy law. Even so, it was manifest that the trustee was under no obligation to allow the respondents to recoup themselves out of the surplus of the mortgaged property. He could not understand how it could be said to be dishonest to insist on that surplus being treated as part of the bankrupt's estate. It was not correct to say that the estate had benefited by the payment because the respondents would probably be entitled to stand in the shoes of the creditors whom they had settled with and prove in the bankruptcy for the amounts paid.

FARWELL, L.J., held that this case was clearly different from *Re Tyler*. The trustee had neither done nor permitted anything unworthy of the court. The mortgagees had tried to avoid bankruptcy by making these payments but the trustee had had nothing to do with them. In *Re Tyler* the trustee had had notice of the payments which were being made by the respondent, but had stood by and done nothing to prevent their being made.

BUCKLEY, L.J., concurred and could not see that the principle of *Ex parte James, Re Condon*, had any application to the present case. Appeal allowed.—COUNSEL, *Sir W. S. Robson*, S.G., and *Hansell; Reed*, K.C., and *Ringwood*. SOLICITORS, *Solicitor to Board of Trade; H. Chamberlin*.

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Societies.

The Birmingham Law Society.

The following are extracts from the report of the committee for the year ended the 31st of December, 1906:

Members.—The number of members as compared with last year is one less. Thirteen new members have been elected, six have resigned, six have ceased to be members by reason of non-payment of subscriptions, and two have died; the number on the register on the 31st of December, 1906, was 364. Twenty-one barristers have during the year subscribed for the privilege of using the library.

Law Classes.—The number attending these classes shew a slight falling off, forty students having joined the classes in the course of the year as compared with forty-three last year.

The following table shews the number of students who joined during the past year, and their average attendance:

		No. of Students.	Average Attendance.
Senior	1st Term	16	10·6
	2nd ,,	19	12·2
	3rd ,,	19	12 9
Junior	1st ,,	12	11·3
	2nd ,,	13	13 3
	3rd ,,	16	11 2
Book-keeping	1st ,,	7	6
	2nd ,,	6	5
	3rd ,,	7	6

Legal Education.—The report of last year stated the circumstances under which an application had been made to the Law Society for an increase in the amount of the grant to this society in aid of legal education. Your committee are glad to report that the Law Society increased the grant for 1906 to £250. The whole subject of legal education was thereupon referred to a Special Legal Education Sub-Committee for consideration and report, and with a view to enlarging the district covered by the old system of education, the sub-committee were empowered to invite the Wolverhampton Law Society to appoint a representative of that society on the sub-committee. Mr. Rowland Tildesley, the president of the Wolver-

hampton Law Society, was nominated and elected a member of the sub-committee.

The Legal Education Sub-Committee took into consideration the best means of extending the system of legal education in the district of which Birmingham is the centre. They ultimately recommended the appointment of three lecturers:

(1) A senior lecturer to take all the subjects required for the Solicitors' Final Examination and the Honours Examination, and to hold in addition a separate class for subjects required for the Intermediate Examination for the LL.B. Degree of the London University.
(2) A junior lecturer, who would devote himself to the preparation of students for the Solicitors' Intermediate Examination, and give some additional lectures on elementary conveyancing.
(3) A lecturer on book-keeping to enable students to qualify for the Intermediate Examination.

The report and recommendations of the sub-committee as to appointments to these offices were approved by your committee.

Following on the completion of the above arrangements the sub-committee took into consideration the question of the formation of a permanent body to undertake the control of legal education in this district in the future. The sub-committee obtained particulars of the working of similar bodies in various parts of the country, and presented their views to your committee in a report recommending the establishment of "the Birmingham Board of Legal Studies." The report of the sub-committee was submitted to and approved by your committee.

This step is undoubtedly an important one in the history of legal education in this district; your committee in drawing the attention of members to it desire to add that in their opinion the establishment of this board may have far-reaching effects; it is hoped that Birmingham may become an important centre of legal education, and that as the classes develop their scope may be extended beyond the mere preparation for passing the examinations necessary to qualify students for the profession. Your committee hope that principals will support the board in their work in every way, and will make arrangement for, and as far as possible insist upon, their articled clerks attending the classes as part of their duties. Members are also reminded that the special classes on advanced subjects are open to solicitors at a small fee.

The Birmingham Board of Legal Studies is now in course of formation; in the meantime the classes have commenced and will be continued under the control of your committee. It has been necessary to change the place of holding them to the Dental Hospital, 132, Great Charles-street, where a commodious room has been found, suitable in every way to the increased attendance which your committee anticipate.

Land Transfer.—At the request of the Law Society your committee in January last year addressed letters to the local candidates at the General Election as to their views on the question of the compulsory registration of title. At the same time an opportunity was taken of pointing out to the candidates the difficulties, delay, and expense that would be likely to arise from forcing the system upon the public. A number of replies were obtained, some of them acquiescing in the views of your committee, and all of them promising serious consideration of the subject.

Birmingham Assizes.—Complaints have been made to your committee with regard to the Birmingham Assizes. It is considered that they are held at inconvenient times, immediately before the various vacations, and this leads to a tendency on the part of the judge either to refer cases to a referee or to arbitration, or to urge the parties to settle. A formal complaint has been made to the Lord Chief Justice, who promises to bring the matter before a meeting of the judges.

Bankruptcy of Solicitors.—Your committee have passed the following resolution:

(1) That it is desirable in the interests of the society and the profession that the committee of the Birmingham Law Society be represented by counsel at any proceedings arising out of
  (*a*) The bankruptcy, or
  (*b*) The prosecution on a criminal charge of any solicitor being a member of the society or practising in Birmingham or the district covered by the society's operations; and
(2) That it be an instruction to the honorary secretary to consider any case, and, if he thinks it is of sufficient importance, to arrange accordingly, and to report in each case to the general committee or to any sub-committee appointed to consider such reports.

Worcester and Worcestershire Incorporated Law Society.

The annual meeting of this society was held on the 30th of January.

There were present Messrs. W. T. Curtler (president), A. S. Allen (vice-president), W. W. A. Tree, R. A. Essex, F. R. Jeffery, T. G. Hyde, J. L. Wood, G. W. Hobson, A. A. Maund, E. C. Harrison, T. Huband, A. F. Alcock, T. H. Coombs, S. B. Garrard (hon. treasurer), and W. B. Hulme (hon. secretary).

The annual report of the committee and the honorary treasurer's accounts for the past year were received and adopted, and the following officers were elected for the ensuing year. President, Mr. A. S. Allen; vice-president, Mr. J. H. Yonge; committee, Messrs. F. R. Jeffery, W. W. A. Tree, W. T. Curtler, R. A. Essex, and G. W. Hobson, in addition to the officers of the society; auditors, Messrs. J. L. Wood and R. A. Essex; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme.

The following are extracts from the report of the committee:

Members.—The present number of members is fifty-five, the same as last year. Two members have resigned, and two new members, Mr. Eustace Roberts and Mr. Ernest Charlton Harrison, have been elected.

Solicitors' Accounts.—The committee considered a proposed resolution of the Law Society (upon which a poll of the members had been demanded) for the appointment of a committee of that society to consider and report as to what rules and regulations (if any) should be adopted by that society, as to (*a*) the methods in which a solicitor should keep the accounts of himself and his clients, and the audit thereof; (*b*) the keeping and audit of trust accounts; (*c*) the conduct of professional business; (*d*) the formation of a guarantee fund, and as to the mode of enforcing such rules and regulations. The committee were asked to support this resolution by urging members of the Law Society, who were members of this society, to attend such poll and record their votes in favour of the resolution. The committee, after fully considering the matter, decided not to take any action, but to leave it to members of this society, who were also members of the Law Society, to act as they personally deemed best. At the poll the resolution was passed by a large majority of votes. The proper keeping of accounts by solicitors is undoubtedly a matter of the greatest moment in the interests of the profession and of the public, and all well considered efforts to effect improvements in this respect should be energetically supported. The committee of this society welcome the inclusion of book-keeping in the subjects at the Intermediate Examination.

Some Decisions affecting Solicitors.—Marshall v. *Robertson* (50 SOLICITORS' JOURNAL, 70 and 75).—A purchaser bought land from a person holding himself out (but without right) as owner, and such purchaser registered his title as a possessory one under the Land Transfer Act, and on the faith of his certificate of registration obtained a loan on mortgage. Mr. Justice Warrington, in giving judgment against the claim of the mortgagee, drew attention to the extreme danger inherent in the system of registration with a possessory title, which gave to the holders power to raise money from persons not having legal knowledge by production of the official certificates of registration.

Elms v. *Hedges* (121 L. T. 90).—In this case where a county court judge in giving judgment for defendant had refused him costs because he had relied on the Statute of Limitations as a defence. Held that the discretion as to costs given by section 113 of the County Courts Act, 1888, must be exercised judicially, and that there was no power to deprive a successful litigant of costs merely because he had availed himself of a statutory defence.

Re Chandler & Heringt-n (51 SOLICITORS' JOURNAL, 69).—A will contained a clause directing that A. B., an executor and trustee thereof, should be the solicitor to the trust property and should be allowed all professional and other charges for his time and trouble, notwithstanding his being an executor and trustee, and it was held that such a clause did not authorize charges for any work which was not strictly professional, and which a trustee, not being a solicitor, could have performed personally.

Solicitors' Right of Audience in County Courts.—In the SOLICITORS' JOURNAL of the 17th of November, 1906, a case was referred to at Bradford County Court where the solicitors in the action were changed four days before day of hearing, and it was urged that such change of solicitors was made for the purposes of advocacy. It was held that it was a question of fact for the judge to say whether the change was made for the purpose of constituting the new solicitor the solicitor generally acting in the action or merely for the purpose of advocacy, and that in the particular case before him that the new solicitor was not in fact the solicitor acting generally in the action and could not be heard.

The Manchester Incorporated Law Association.

Members of the legal profession in Manchester met at the Midland Hotel on the 12th ult. to honour one of their number—Mr. A. E. Paterson, who for six years has been the honorary secretary of the Manchester Incorporated Law Association. In recognition of his services as secretary, and the work he did in arranging for the meetings of the Law Society in Manchester in October last, Mr. Paterson was presented with some valuable plate, and at the same time Mrs. Paterson was presented with a bracelet.

Mr. W. Cobbett, who made the presentation on behalf of the Manchester Law Association, spoke in eulogistic terms of Mr. Paterson's services. "He has displayed," said Mr. Cobbett, "energy, good temper, and perseverance in a way which has won for him our regard and respect, and has very largely contributed to the well-being and the success of the society." Much of the success which had attended the Law Society's meeting in Manchester last October was due to Mr. Paterson's efforts.

Mr. J. F. Milne having spoken of Mr. Paterson's services, the recipient expressed his thanks. He had been proud, he said, to hold the position of honorary secretary of the association, and to have retained the confidence of the members. He spoke of the work of the association, and advised every solicitor in Manchester to join it. The association, he said, had done good work for the general public as well as for the profession. Mrs. Paterson also expressed her thanks in suitable terms.

On the motion of Mr. W. S. Boddington, seconded by Mr. W. H. Norton, a vote of thanks to the chairman was passed.

United Law Society.

Jan. 28.—Mr. F. W. Weigall in the chair.—Mr. T. Hallett Fry opened, and Mr. M. F. W. Williams opposed, the following resolution: "That this House approves the principle of differentiation between earned and unearned income as recommended in the report of the Select Committee of the House of Commons on Income Tax." The motion was carried by five votes to four.

Feb. 4.—Mr. F. W. Weigall in the chair.—Mr. George C. Peevor moved, and, in the unavoidable absence of Mr. A. M. Bullock, Mr. N. Tebbutt, opposed, the following resolution: "That the decision in *Bastable* v. *Little* (1907, 1 K. B. 59) was wrong." The motion was negatived by seven votes to four.

Feb. 18.—Mr. F. W. Weigall in the chair.—Mr. C. Kains Jackson moved, and Mr. A. C. Nesbitt opposed, the following resolution: "That this society welcomes the recent decline in the birth rate." The resolution was carried by thirteen votes to twelve.

Feb. 25.—Mr. F. W. Weigall in the chair.—Mr. F. Hardinge-Dalston moved, and Mr. John Bone, in the unavoidable absence of Mr. H. P. Ellett, opposed, the following resolution: "That the time spent on the game of bridge is excessive and disgraceful." The resolution was carried by four votes.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1907.

At the Examination for Honours of candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In Order of Merit.]

JOHN FREDERICK CHADWICK, who served his clerkship with Mr Walter Henry Talbot, of Kidderminster, and Messrs. North & Talbot, of London.

MARK RUTHERFORD, who served his clerkship with Mr. Edward Bewsey Tilley, of Bath.

FREDERICK THOMAS VINCENT ISHERWOOD, B.Sc. (Lond.), LL.B. (Liverpool), who served his clerkship with Mr. Joseph Henry Farmer, of Bootle.

SECOND CLASS.

[In Alphabetical Order.]

Christopher Wallwork Martin, who served his clerkship with Mr. Henry Parrott May, of Blackpool, and Messrs. Stephens & Stephens, of London.

Herbert Walter Port, who served her clerkship with Mr. George John Clewer, of the firm of Messrs. Nye & Clewer, of Brighton.

Andrew Gordon Reed, who served his clerkship with the late Mr. Charles Edward Howell, of Welshford, and Mr. Charles Robbins, of London.

Turberville Smith, who served his clerkship with Messrs. Wilkinson, Howlett, & Wilkinson, of London.

Donald Cameron Tewson, who served his clerkship with Mr. John Charles Feinaigle Barfield, of London.

Charles Spottiswoode Weir, who served his clerkship with Mr. Richard Walter Tweedie, of the firm of Messrs. A. F. & R. W. Tweedie, of London.

John Arthur Young, who served his clerkship with Mr. Dudley Frank Hart, of the firm of Messrs. Lawson, Coppock, & Hart, of Manchester.

THIRD CLASS.

[In Alphabetical Order.]

John Kennedy Allerton, who served his clerkship with Mr. Alfred Henry Collingwood, of Carlisle.

Francis Charles Bennett, who served his clerkship with Mr. Julien Frederick Charles Bennett, of the firm of Messrs. Harston & Bennett, of London.

Ernest Alexander Davidson, B A. (Lond.), who served his clerkship with Mr. Edward Ernest Winterbotham, of the firm of Messrs. Gard, Rook, & Winterbotham, of London.

Albert George Eccleston, who served his clerkship with Mr. Edward Bygott, of Wem.

Neville Alfred Gwynn Lavington, who served his clerkship with Messrs. Burges & Sloan, of Bristol, and Messrs. Guscotte & Co., of London.

Henry Noyes, who served his clerkship with Mr. William Pierce Owen, of Aberystwyth.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Chadwick—The Clement's-inn Prize—value about £10; and the Daniel Reardon Prize—value about twenty guineas.

To Mr. Rutherford—The Clifford's-inn Prize—value five guineas.

To Mr. Isherwood—The New-inn Prize—value five guineas.

To Mr. Weir—The John Mackrell Prize—valve about £12.

The Council have given class certificates to the candidates in the second and third classes.

Seventy-one candidates gave notice for the examination.

By order of the Council.

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London,
22nd February, 1907.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 6th and 7th of February, 1907:—

Andrews, Arthur Newton
Aste Norman Henry
Badshah, Cecil Pierson
Beldon, Howard
Benyon-Winson, Benyon Rudgard
Braune, Friedrich Wilhelm
Brigg, Christopher Blencowe Dunn
Briggs, John James
Buss, Thomas Weston
Butter, Francis Sam
Calvert, George Blaylock
Chaffers, Edward Mitchell
Evans, Corris William
Fache, Gordon Lancaster Mountford
Gardner, Philip Murray
Graham, Adam
Grimwood, Francis Reginald
Haines, Bernard
Hornor, Ronald Fortescue
Hughes, Allan Gibson
Johnstone, John Gordon
Jones, Reuben Nelson
Keshan, Leslie Paul
King, Harold
Knight, Frederick Guy
Lambert, Norman Forster
Levett, John Upton Humphreys
Lewis, Gilbert Leslie
Lewis, Stuart Hermon
Macaskie, Sandys Stuart
Machin, Alfred George Fyah
Malcolm, Archibald
Malden, Clifford Cecil
Marchant, Robert Percy
Marsh, John Rowland
Mattingley, Reginald Frederick
Moore, Richard
Pasmore, Archibald Besley
Paton, Mervyn David Jenkins
Patterson, Harry Whitby
Penney, Cyril
Peppiatt, Leslie Ernest
Peycke, John Henry
Pilgrim, Harold Stephen
Russell, Vincent
Ruston, Philip Augustus Sowerby
Sack, Max
Salmons, George Herbert
Sherwin, Charles Ernest
Smith, Herbert
Sturt, Gerald Lionel
Swarbrick, Edgar
Thimbleby, John Egremont
Towlson, William Holland
Tuckey, Albert Leslie
Walker, Godfrey William
Weightman John
Whittam, John
Wodehouse, Percy George
Woodiwiss, Norfolk Abraham

Number of candidates ... 104 Passed 60

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 22nd February, 1907.

The Opening of the New Central Criminal Court.

THE new Central Criminal Court was opened by the King on Wednesday last. A full description of the building will be found at p. 751 of our last volume. The King and Queen were received in the lower hall, where an address from the corporation was read by the Recorder. The King, in the course of his reply, said, "It is well that crime should be punished, but it is better that the criminals should be reformed. Under the present laws the mercy shewn to first offenders is, I am well assured, often the means of re-shaping their lives, and many persons, especially children and young offenders, who under the old system might have become hardened criminals, are now saved from a life of crime and converted into useful citizens. Still more remains to be accomplished in the direction of reclaiming those who have fallen into crime, and I look with confidence to those who will administer justice in this building to have continual regard to the hope of reform in the criminal, and to maintain and strengthen in their new home those noble traditions which have gathered round the high position they occupy. I am well assured that the independence and learning of the judges, supported by the integrity and ability of the other members of the profession of the law, will prove, in the future as they have in the past, the safeguard of order, right conduct, and true humanity."

After prayers by the Archbishop of Canterbury, the King declared the building open. The Common Serjeant (Mr. Bosanquet) was knighted, and the Lord Chamberlain then called for "Mr. Charles Williams" to receive the same honour. No person of that name was forthcoming, and Mr. C. W. Mathews, the leader of the Central Criminal bar, who had been intended to be summoned, was subsequently knighted. The King and Queen then adjourned to the Chief Court, where there were assembled several of the King's Bench judges, many counsel, several of the Metropolitan police magistrates, and a number of leading solicitors, including the president and vice-president of the Law Society.

After the King and Queen had taken their seats, Lord Alverstone, in the absence of the Lord Chancellor, made a short speech, in which he said that "the Central Criminal Court has commanded for generations the respect and admiration of lawyers in all parts of the civilized world. It has been presided over by some of the greatest judges that have adorned the English bench. Its walls have echoed the eloquence of the most brilliant advocates at the English bar. But beyond that, your Majesties, its procedure, its justice to the accused, and its unbroken adherence to the principle of the English law that every person is deemed to be innocent until he is proved by legally admissible evidence to be guilty, has made this tribunal in the past that which I trust will ever be in the future a tribunal worthy of your Majesty's Crown and name." A reply from the King had been rather expected, but he simply bowed to Lord Alverstone, and then he and the Queen retired.

It is announced that Serjeant W. H. Dodd, K.C., has been appointed a Judge in the King's Bench Division of the High Court of Justice in Ireland.

It is stated that the late Lord Davey sat in the House of Lords on the first day of the present judicial sittings—for the hearing of the appeal of *Dakhyl* v. *Labouchere*. He had, however, to leave the House on account of illness, which it was hoped was only temporary, and the hearing was proceeded with by the Lord Chancellor, Lord Robertson, and Lord Atkinson,

Legal News.

Appointments.

Mr. Henry Pomeroy, solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Pomeroy was admitted in 1897.

Mr. Theobald Mathew, barrister-at-law, has been appointed by the Council of the Law Society to a Lectureship in Commercial Law.

Mr. Nigel G. Davidson, barrister-at-law, has been appointed Civil Judge, Sudan Courts of Justice, and Land Registrar.

Information Required.

Sir Home Seton Gordon, Bart.—Information is desired as to Wills of the above, who died on the 11th of December last. Any one affording material information on the subject at once to Messrs. Dimond & Son, of No. 47, Welbeck-street, London, W., will be rewarded.

John Kingsby Huntley, deceased.—Will any person who has a Will of the above-named deceased, late of 20, Hyde-park-street, London, dated later than 11th of October, 1897, please communicate with Field, Roscoe, & Co., 36, Lincoln's-inn-fields, W.C.?

General.

At the Newcastle Assizes, last week, says the *Times*, William Charlton, a solicitor, pleaded "Guilty" to unlawfully converting and appropriating to his own use the sum of £774 entrusted with him for safe custody, between the 4th of December, 1899, and the 9th of June, 1900. He was sentenced to three years' penal servitude.

We are informed that the Criminal Law and Prison Reform Committee of the Humanitarian League has passed a resolution earnestly impressing upon his Majesty's Government the importance of passing the Criminal Appeal Bill at an early stage of the session, and expressing regret that there has been no improvement in the Criminal Department of the Home Office, whose defects as an appellate tribunal are now generally recognized. The league believes that the Criminal Appeal Bill would receive the support of an overwhelming majority of the House of Commons. Copies of the resolution have been sent to the Prime Minister, the Lord Chancellor, and the Home Secretary.

At the Bristol Assizes, last week, says the *Times*, Percival Aaron Albert Weston, solicitor, pleaded "Guilty" to fraudulently converting to his own use £190 6s. 11d., moneys which had been entrusted to him by a client named Sarah Hedges, the wife of a labourer. Counsel for the defendant said that the money had been collected and paid by the defendant's friends. The judge said it was a very sad case, but at the same time a very serious one. A solicitor must recollect that if he transgressed the law, which law he was supposed to know, he would be punished heavily. He considered whether he should not send him to penal servitude, but he would take the fact of payment into consideration, and would pass upon him a sentence of eighteen months' imprisonment in the second division.

A correspondent writes to us to record the late Lord Field's generosity to his clerk, who served him as clerk and private secretary for nearly fifty years. He says: "Judge's clerks are unfortunately not entitled to pensions, so that on the death or resignation of a judge the clerk is thrown on his own resources, unless his services are retained on his judge retiring. The late Lord Field on retiring not only retained his clerk as private secretary, but his lordship has by will left an immediate legacy of £3,000 and an annuity of £300. Moreover, this very kind-hearted judge had left an annuity of £150 to the wife of the clerk. Such generosity deserves to be chronicled, as the knowledge of it may not improbably convey a gentle hint to the wealthy lawyers to remember their clerks when at a loss what to do with superfluous cash."

The police magistrates of New York have recently, says the New York correspondent of the *Evening Standard*, blossomed out into robes. The city justices of the minor courts, emulating their brethren of the Supreme Court, have donned silk gowns for the bench, while their officers wear double-breasted blue frock-coats. "Sartor Resartus" would smile at this new illustration of the philosophy of clothes, but certainly any attempt at increasing the dignity of those who administer justice in the ordinary police-courts needs no excuse. Though heaving a pious sigh that the gowns are hardly democratic, most of the justices have expressed their desire to wear them, and in their novel raiment impose fines on petty offenders while they strive to suppress the general noise of the court with the elaborate gavels presented to them by their friends and political supporters who placed them on the bench at the recent elections.

During the trial of a civil suit, says the *Central Law Journal*, one of a firm of three lawyers took exception to the ruling of the judge on a motion that had been denied. He remonstrated with such force and persistence that he was fined ten dollars for contempt of court. Another of the firm took up the objection, with the result that he too was fined ten dollars. The senior member of the firm stepped into the breach and attempted to alter the court's views, and a similar fine was imposed upon him. Mr. Gilmore Marston, then a famous New Hampshire lawyer, who had been an attentive listener during the trial, rose from his seat and advanced to the clerk's desk. From his pocket he took a large roll of bills and peeling off two ten dollar notes, laid them on the clerk's desk. "May I ask what that is for?" said the judge. "I want you to distinctly understand," said Mr. Marston, "that I have twice as much contempt for this court as any one here, and I'm paying for it."

On Wednesday in last week, at the sitting of the Crown Court, at the Bristol Assizes, says the *Times*, Mr. Justice Grantham said that he wished to refer to something that he was informed had taken place on this occasion, and on a previous occasion, with regard to the grand jury. One gentleman had been summoned on the grand jury twice within the last few years, which was not at all an unlikely occurrence, and this person had not answered himself, but had sent his son, a very young person, to appear and act for him. It had not been noticed until after the grand jury had been discharged. This was a very serious matter, for in a sense it was a contempt of court, as it might have a serious effect upon the trials of prisoners. He did not wish to say anything more on the present occasion, but he had given orders for the father to be summoned at the next assizes, and then they would see what would happen. He would abstain at the present time from mentioning any name.

Judge Collier, whose retirement from the position of county court judge in Liverpool has just been announced, has, says the *Westminster Gazette*, filled the office for the long period of thirty-three years. Two years before he reached the county court bench his eldest brother, who had been Solicitor-General in Palmerston's last, and Attorney-General in Gladstone's first, administration, became a judge in the Common Pleas, and was raised to the Peerage as Baron Monkswell. Judge Collier was, it is stated, the senior judge in point of service in England; but in that respect he was several years the junior of Sir Francis Brady, Bart., who has been on the county court bench of Ireland ever since 1861. He presided over the King's County Court from 1861 to 1863, over that of Roscommon from 1863 to 1872, and since the later year he has been county court judge of Tyrone. Rumours have been periodically circulated that Sir Francis Brady, who is in his eighty-third year, contemplated resignation; but he has, so far, falsified them.

In discussing, last week, the moral duty of a buyer with regard to an ignorant seller (*ante*, p. 274), we mentioned the case of the purchase of a first edition of Goldsmith's Vicar of Wakefield for one shilling; the book being subsequently sold by auction for a large sum. A learned correspondent gives us this week the facts of the transaction, which remove it entirely from the scope of our remarks. He says: "The copy of the Vicar of Wakefield (Salisbury ed., 1766) was purchased over thirty years ago by a friend of mine. He bought it out of the sixpenny book-box at an old second-hand book shop in Dublin, and, being no 'bookman,' had not the least idea that he had got a treasure, or even anything valuable, till the other day when he was having the contents of his house valued for the purposes of fire insurance by one of Gillow's employees. This man (a bookseller, by the way) told him of its value, and that he had put £75 upon it. It was then sent in to Sotheby's and sold there to Quaritch for £92, who prices it in his last catalogue at £120."

It is understood, says the *Times*, that a Bill for the amendment of the Acts relating to joint stock companies, on lines recommended by the Company Law Amendment Committee appointed by Mr. Gerald Balfour during his Presidency of the Board of Trade in February, 1905, is being drafted under the directions of Mr. Lloyd-George, and will be laid before Parliament, probably, at the outset, in the House of Lords, in the near future. The changes proposed to be effected are numerous and complicated. The Bill, it is understood, will require that every foreign company having any place of business in this country shall file in England a verified copy, with a verified English translation, of its charter, statutes, or memorandum and articles of association, with the names of all directors and with the name of some person or persons resident in the United Kingdom authorized on behalf of such company to accept service of process or any notices required to be served on such company, and so that the person so registered shall be the only person entitled to begin or authorize proceedings on behalf of such company in any court in the United Kingdom. It is further proposed that every such foreign company shall file with the registrar a verified copy of its balance-sheet, and that a foreign company of this kind using the word "limited" shall, in any prospectus inviting subscriptions in the United Kingdom, state the company's place of origin, and shall, when carrying on business in the United Kingdom, be compelled to put up its name with the place of origin on its business premises.

At the last sitting of the Central Criminal Court in the old building, the Recorder, in charging the grand jury, said as that was the last occasion on which they would administer justice in that building, it might perhaps be interesting if he told them that from very early times the site of the present building had been used for the administration of criminal justice. The existence of the old Newgate Prison (on the site of which the new Central Criminal Court stood) could be traced back as far as 1188, but the first mention of a sessions house in the City records was in 1356, which was the year in which the battle of Poictiers was fought in the time of Edward III., and the building was at that time designated "The Sessions Hall." In 1785 a new sessions house was built by the corporation on a site belonging to them, which was the present site. The building then erected and added to from time to time had since been exclusively used for the trial of prisoners, and since 1834, when the Central Criminal Court was constituted by Act of Parliament, had been devoted to the requirements of the administration of criminal justice. The Act under which the commissions are issued was passed in 1834. The first sitting was held on the 1st of November, 1834, for the purpose of transacting formal business by the reading of the commission, and it was attended by the Lord Mayor for the time (Mr. Alderman Farebrother), Lord Chancellor Brougham, many of the judges, and the Recorder (the Hon. Charles Ewan Law), who was appointed in 1833, and held the office till his death in 1850. The first trial of prisoners was held on the 24th of November, 1834, before the Lord Mayor (Mr. Alderman Winchester), Lord Chief Justice Denman, Mr. Justice Parker, Mr. Baron Bolland, the Recorder, and the

Common Serjeant (Mr. Mirehouse). The next session would be held in the new building, which was to be opened by his Majesty on Wednesday, and had been erected by the corporation at the sole expense and charge of the citizens. The Lord Mayor had always been included in every commission of Oyer and Terminer issued before the passing of the Act of 1834, and in every commission issued since that date, and his was the first name mentioned in the commission.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Joyce.
Monday, March	4	Mr. Greswell	Mr. Theed	Mr. Leach	Mr. King
Tuesday	5	Leach	Goldschmidt	Greswell	Church
Wednesday	6	Bloxam	Theed	Leach	King
Thursday	7	Borrer	Goldschmidt	Greswell	Church
Friday	8	Goldschmidt	Theed	Leach	King
Saturday	9	Theed	Goldschmidt	Greswell	Church

Date		Mr. Justice Swinfen Eady.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.
Monday, March	4	Mr. Farmer	Mr. Borrer	Mr. Pemberton	Mr. Church
Tuesday	5	Beal	Bloxam	Carrington	King
Wednesday	6	Farmer	Borrer	Pemberton	Carrington
Thursday	7	Beal	Bloxam	Carrington	Pemberton
Friday	8	Farmer	Borrer	Pemberton	Beal
Saturday	9	Beal	Bloxam	Carrington	Farmer

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COROMANDEL GOLD MINING CO OF INDIA, LIMITED—Creditors are required, on or before April 6, to send their names and addresses, and particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl. Francis & Johnson, Gt Winchester st, solors for liquidator

GRANVILLE PROCESSES SYNDICATE, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Wykeham Corry Dickenson, 52, Hereford sq, Kensington. Greenop & Co, Bush in House, Cannon st, solors for liquidator

G. WARWICK, LIMITED.—Petn for winding up, presented Feb 2, directed to be heard March 12. Corbould & Co, 14, Clement's In, Lombard st, solors for the petner Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 11

H. H. P. DEASY & Co, LIMITED—Creditors are required, on or March 15, to send in their names and addresses, and particulars of their debts and claims, to John J. Hilyer, 10, Brompton rd, liquidator

MOONTA SYNDICATE, LIMITED—Petn for winding up, presented Feb 20, directed to be heard March 5. Bruce & Co, Bassishaw House, Basinghall st, solors for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 4

PORTHOS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debt and claims, to Herbert Thomson McConville, 65, London wall, liquidator

ROCK COLLIERIES, LIMITED—Creditors are required, on or before March 30, to send in their names and addresses, and the particulars of their debts or claims, to Sydney G. Owen, 63, Wind st, Swansea, liquidator

ROUT & Co, LIMITED—Creditors are required, on or before March 23, to send their names and addresses, with a statement of their claim, to H. A. Allison, 85, Gresham st, liquidator

SMETHWICK AND DISTRICT MONEY SOCIETY, LIMITED—Petn for winding up, presented Feb 18, directed to be heard at West Bromwich on March 6, at 11. Mayhew, Birmingham, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Tuesday, Feb 26

SPHINX ENGINE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 6, to send their names and addresses, and particulars of their debts or claims, to James Jump, 42, Chapel st, Southport. Battersby, Southport, solor to liquidator

WHITE'S CARRIAGE CO, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Sidney Stanley Dawson, North John st, Liverpool. Collins & Co, Liverpool, solors for liquidator

London Gazette.—TUESDAY, Feb. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

H. J. BATES & Co, LIMITED—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Robert Allen, 24, Grainger st West, Newcastle on Tyne

J. A. DONALDSON, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Mr James Parkinson Hall, 25, Fern terr, Haslingden. Whitaker & Hibbert, Haslingden, solors for liquidator

ORIENTAL GOLD MINING CO OF INDIA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to F. H. Williams, 6, Queen st pl, liquidator

R. GREEN, LIMITED—Petn for winding up, presented Feb 21, directed to be heard before the Court at Quay st, Manchester, on March 6, at 10. Sims & Syms, Manchester, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

ETAMATOPOULO & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 28, to send their names, addresses, and particulars of their debts or claims, to G. Stanhope Fitt, 140, Leadenhall st, liquidator

WOODSIDE HALL, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Philip Muller, Rosslyn House, Ballards la, Church End, Finchley, liquidator

The Property Mart.

Result of Sale.

Messrs. MONTAGUE & ROBINSON have Sold the Block of Seventeen Shops and Premises, Nos. 129 to 161 (odd), Kensington High-street, which was bought in at their recent Auction.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Feb. 15.

ABERCROMBIE, ELIZA AMEY, Albert rd, Regent's Park March 20 Ratcliffe & Son, Lime st

ASHLEY, CHARLES CARR, Menton, Alpes Maritimes, France April 9 A F & R W Tweedie, Lincoln's inn fields

BOOTH, Dr RICHARD DALBY, Ventnor April 1 Crust & Co, Beverley

BOOTH, THOMAS, Eccles, nr Manchester, Hay Dealer March 28 Dutton, Manchester

BROOKS, ELIZABETH HERROD, Newark upon Trent March 25 Hodgkinson & Bevnor, Newark on Trent

BROOKSBANK, MATTHEW, Cullingworth, nr Bradford March 15 Last & Betts, Bradford

BROWN, FRANCES BURGE, Upper Belgrave rd, Clifton, Bristol March 30 Abbot & Co, Bristol

CAMPBELL, FRANCIS JOHNSTONE GRAHAM, Bournemouth April 4 Churchill, Gt St Helen's

CAPON, THOMAS, Southampton, Tobacconist March 14 Waller, Southampton

COULSON, WILLIAM, Bridlington April 1 Holtby & Procter, York

CROWHURST, GEORGE HUNTLEY, Deal March 15 Brown & Brown, Deal

DALE, WILLIAM, Middlesbrough, Joiner March 30 Borrie, Middlesbrough

DANVERS, ELISA ISABEL, St Leonards on Sea March 1 Chalinder & Herington, Hastings

DODGE, ROBERT, Bournemouth March 18 Preston & Francis, Bournemouth

DUGDALE, MARTHA JOSEPHA AUGUSTA, Carminia rd, Balham March 25 Rivers & Milne, Gracechurch st

ENVILL, ELIZA SARAH, Commercial rd, Licensed Victualler March 15 Young & Co, Laurence Pountney hill, Cannon st

FEARNALL, THOMAS, Royton Bangor, Isycoed, Denbigh March 21 Bury & Acton, Wrexham

FITTON, ALFRED, Eckington, Derby March 9 Hall, Eckington, nr Sheffield

FLETCHER, THOMAS, Portsea, Hants, Corn Merchant March 26 Pearce & Son, Portsea, Hants

FOX, WILLIAM, Norton, nr Sheffield, Farmer March 22 Wightman & Parker, Sheffield

GAINSFORD, ELLEN, Charlton, Kent March 31 Foster & Co, Queen st pl

GAINSFORD, HENRY, Charlton, Kent March 31 Foster & Co, Queen st pl

GAMSON, ALICE MARIA, Misterton, Notts April 6 Jones & Wells, East Retford, Notts

GUNTHORPE, ANN, Kirkby cum Osgodby, Lincs March 15 Frearson & Rainey, Market Rasen, Lincs

JACKSON, CHARLES, Birmingham, Fender Manufacturer March 10 Williams, Birmingham

KNOX, THOMAS, Chiswick March 11 Marshal & Co, King st, Hammersmith

LEE, JAMES, Shelf, nr Halifax April 1 Riley, Halifax

MAGEE, FANNY, Dalston, Cumberland March 21 Errington, Carlisle

MARSH, LOUISA, Holland st, Kensington March 30 Radcliffe, The Sanctuary, Westminster Abbey

MILLINGTON, ANN, Chester March 16 Royle & Reynolds, Chester

MILLS, ALFRED HARKER, Youghal, Tipperary, Ireland April 2 Watson, Stockton on Tees

MOORE, JAMES, Croydon March 16 Eldridge & Newnham, Croydon

NEWTON, ANNA, Ealing March 25 Eland & Co, Trafalgar sq

NICHOLSON, MARY ANN, Tregoodwell, Lanteglos by Camelford, Cornwall March 15 Peter & Son, Launceston

OATWAY, ALFRED, Ilfracombe March 19 Edmonds, Queen Victoria st

OSTLER, AARON, Ordsall, Notts, Miller April 2 Jones & Wells, East Retford

PEARCE, CATHERINE DEACON, Salcombe March 6 Hurrell, Kingsbridge, Devon

RAVN, WALTER CHRISTIAN BERNHARD, Barnes March 18 Paddison & Co, Gresham st

ROBINSON, EMMA, Hove, Sussex March 16 Lockyer, Brighton

ROBINSON, THOMAS, Birtley, Durham March 31 Carpenter, Durham

SAGROTT, HENRY NOWELL, Southgate March 21 Thorp & Saunders, London wall

SAWERS, JOHN, E St Kilda, State of Victoria, Bank Superintendent March 25 Blyth & Co, Old Broad st

SEWELL, SARAH ANN, Poulton le Fylde, Lancs March 18 Lawson & Co, Manchester

SHOWELL, EDWARD, Nottingham March 20 Johnstone & Williams, Nottingham

SKELTON, ELIZA, Scrooby, Notts March 8 Nicholson & Co, Wath upon Dearne, nr Rotherham

SMELHAM, JOHN, Preston, Painter March 14 Craven, Preston

STAFFORD, GRACE, New Mills, Derby March 25 Pollitt, New Mills

STEWART, HARRIET EMILY, West Malling, Kent March 16 London & Carpenter, Budge row, Cannon st

STONE, MARIA JANE, Bournemouth March 15 Lacey & Son, Bournemouth

STUDLEY, THOMAS DAURY, Little Overton, Overton, Flint, Farmer March 20 Giles, Ellesmere, Salop

TARVER, ELIZABETH, Oulton Broad, Suffolk March 16 London & Carpenter, Budge row, Cannon st

TAYLOR, RICHARD, Lumb Hall Farm, nr Ramsbottom, Lancs, Farmer March 22 Wild, Ramsbottom

THORMAN, ARTHUR JAMES, New Cross rd March 9 Griffith & Gardiner, Old Serjeants' inn, Chancery ln

WATTS, ELIZA, Gainsborough rd, Hackney Wick, Beer Retailer March 12 Whitelock & Storr, Station chmbrs, Chancery ln

WILKINSON, EMILY DURSBERY, Upper Clapton rd March 30 Iveson & Son, Gainsborough

WOOD, ELIZABETH, Hove, Sussex March 23 Howlett & Clarke, Brighton

WRIGHT, WILLIAM JOHN, Teddington March 18 Lindo & Co, West st, Finsbury circus

Bankruptcy Notices.

London Gazette.—TUESDAY, Feb. 19.

RECEIVING ORDERS.

BAMFORD, JOHN HENRY, Derby, Baker and Grocer Derby Pet Feb 14 Ord Feb 14

BANNISTER, JOHN, Bourn, Cambs, Farmer Cambridge Pet Dec 31 Ord Feb 16

BANTON, JOHN GEORGE, Leicester, Confectioner Leicester Pet Feb 6 Ord Feb 15

BILL, ROBERT, Trent Vale, Stoke upon Trent, Stone Merchant Stoke upon Trent Pet Feb 14 Ord Feb 14

BRENNER, WILLIAM, EDMUND JACKSON PAUL, and GEORGE EDWARD WHITE, Fore st av, Underclothing Manufacturers High Court Pet Feb 16 Ord Feb 16

CHARLESWORTH, FRED, Hepworth, nr Huddersfield, Tailor Huddersfield Pet Feb 15 Ord Feb 15

DIPPLE, WALTER, Ladywood, Birmingham, Baker Birmingham Pet Feb 12 Ord Feb 12

EMERY, JOHN ARNOTT, Brownhills, Staffs, Licensed Victualler Walsall Pet Feb 14 Ord Feb 14

FARRIER, JOHN GEORGE, Newcastle on Tyne, Provision Merchant Newcastle on Tyne Pet Feb 15 Ord Feb 15

FILES, ALBERT, Horfield, Bristol, Builder Bristol Pet Feb 14 Ord Feb 14

GARDNER, ARTHUR ROBERT, Croydon, Draper Croydon Pet Feb 15 Ord Feb 15

GEE, WALTER, York, Clerk York Pet Feb 13 Ord Feb 13

HARRISON, JOSEPH, Derby, Coal Merchant Derby Pet Feb 15 Ord Feb 15

HINDER, GEORGE, Redland, Bristol, Boot Manufacturer Bristol Pet Jan 30 Ord Feb 15

HOLMES, ROBERT, Hornsea, Yorks, Ironmonger Kingston-upon Hull Pet Feb 15 Ord Feb 15

INNS, JOHN FORD, Aston, Warwick, Cycle Dealer Birmingham Pet Feb 12 Ord Feb 12

JOHNSON, ALBERT, Pendleton, Lancs, House Furnisher Salford Pet Feb 15 Ord Feb 15

JOHNSON, FREDERICK, Manchester, Jeweller Manchester Pet Jan 29 Ord Feb 15

KNIGHT, HENRY BURR DURLING, Strood, Fishmonger Rochester Pet Feb 14 Ord Feb 14

LANGDALE, ALFRED, Leicester, Fruit Merchant Leicester Pet Feb 8 Ord Feb 15

LEE, THOMAS, Higher Broughton, Salford, Lancs, Egg Merchant Salford Pet Feb 16 Pet Feb 16

LONG, WILLIAM GEORGE, Burnley, Fruiterer Burnley Pet Feb 15 Ord Feb 15
MARSDEN, GEORGE HENRY, Sheffield, Silversmiths' Mounter Sheffield Pet Feb 14 Ord Feb 14
MOON, SAMUEL JOHN, St Andrews, Bristol, Cloth Worker Bristol Pet Feb 14 Ord Feb 14
MITCHAM, ISAAC, jun, Huntingdon, Peterborough, Farm Foreman Peterborough Pet Feb 15 Ord Feb 15
MYERS, DAVID, H M Prison, Brixton Wandsworth Pet Jan 30 Ord Feb 14
NASH, ROBERT TURRELL, Swindon, Costumier Swindon Pet Feb 16 Ord Feb 16
NEWTON, THOMAS, Sandbach, Chester, Cabinet Maker Macclesfield Pet Feb 13 Ord Feb 13
PENNELL, HAROLD, Brighton, Lodging house Keeper Brighton Pet Feb 14 Ord Feb 14
RAMPE, LEWIS JOHN, Dover, Whitesmith Canterbury Pet Feb 14 Ord Feb 14
SEABORNE, ERNST, Kilburn Park rd Corn Merchant High Court Pet Feb 13 Ord Feb 15
SMITH, RICHARD JAMES, Camberley, Surrey, Builder Guildford Pet Feb 15 Ord Feb 15
SPOOR, BENJAMIN, Jesmond, Newcastle on Tyne, Commission Agent Newcastle on Tyne Pet Feb 13 Ord Feb 13
STANGER, NELSON, West Vale, nr Halifax, Saddler Halifax Pet Feb 15 Ord Feb 15
STEVENS, FRANK EDWIN, Whitchurch, Hants, Cycle Agent Salisbury Pet Feb 14 Ord Feb 14
STREETE, SARAH ANN, Colwyn Bay, Denbigh, Fishmongar Bangor Pet Feb 15 Ord Feb 15
TAYLOR, THOMAS ANDREW VYSE, High Wycombe, Brewer's Manager Aylesbury Pet Dec 29 Ord Feb 15
TURNER, F., Upton, Essex, Paperhanging Factor High Court Pet Jan 24 Ord Feb 14
WELCH, ERNEST, Bath, Contractor Bath Pet Feb 1 Ord Feb 14
WHITE, ARTHUR WILLIAM, and FYSON CORNELL JOHNSON, Walton on Thames, Ironmongers Kingston, Surrey Pet Jan 23 Ord Feb 16
WILDY, JOHN THOMAS, Leeds Leeds Pet Feb 14 Ord Feb 14
WOODWARD, JOHN WILLIAM, Wolverhampton, Tailor's Cutter Wolverhampton Pet Feb 15 Ord Feb 15
WRIGHT, FRANK WILDEY, Duke st, Adelphi, Solicitor High Court Pet Jan 9 Ord Feb 14
WYATT, ERNEST, Teddington, Builder Kingston, Surrey Pet Jan 1 Ord Feb 14

Amended notice substituted for that published in the London Gazette of Jan 29:

LEWIS, JONAS HENRY, Norfolk rd, St John's Wood High Court Pet Sept 5 Ord Dec 12

FIRST MEETINGS.

BANTON, JOHN GEORGE, Leicester, Confectioner Feb 27 at 12 Off Rec, 1, Berridge street, Leicester
BARRACLOUGH, EDGAR HARGRAVE, Bradford, Wine Merchant Feb 28 at 12 County Court house, St Peter's gate, Nottingham
BAYLEY, JOSEPH, Newcastle under Lyme, Confectioner Feb 27 at 3 Off Rec, King street, Newcastle, Staffs
BAYNHAM, THOMAS JOSEPH, Trealaw, Glam, Collier Feb 28 at 11.15 Post Office chambers, Pontypridd
BIRCH, WILLIAM PAUL, Mercers rd, Tufnell park, Tailor March 4 at 11 Bankruptcy bldgs, Carey street
BREMNER, WILLIAM, EDMUND JACKSON PAUL, and GEORGE EDWARD WHITE, Fore st av, Underclothing Manufacturers Feb 28 at 2.30 Bankruptcy bldgs, Carey st
CHARLESWORTH, FRED, Hepworth, nr Huddersfield, Tailor Feb 28 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
CLARE-DEANE, C A, Jermyn st March 1 at 1 Bankruptcy bldgs, Carey st
ELBY, THOMAS, Derby, Builder Feb 27 at 11 Off Rec, 47, Full st, Derby
EMMETT, JOHN WILLIAM, Gainsborough, Stationer Feb 27 at 12 30 Off Rec, 31, Silver st, Lincoln
EVISON, ROBERT HENRY, Blackburn, Grocer Feb 27 at 12 Off Rec, 14, Chapel st, Preston
FARMER, JOHN, Chatham, Fancy Draper March 4 at 11.30 115, High st, Rochester
FARRIER, JOHN GEORGE, Benshaw, Gateshead, Provision Merchant Feb 27 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
FILER, ALBERT, Horfield, Bristol, Builder Feb 27 at 12 Off Rec, 26, Baldwin st, Bristol
FISHER, BENJAMIN E, Hipperholme, nr Halifax, Solicitor Feb 27 at 3 Off Rec, Town hall chmbrs, Halifax
FLETCHER, ALFRED HENRY, Weston Farm, Weston, nr Bath, Farmer Feb 27 at 11.45 Off Rec, 26, Baldwin st, Bristol
GEE, WALTER, York, Clerk Feb 28 at 3 Off Rec, The Red House, Duncombe pl, York
HASTINGS, RICHARD BENJAMIN, Gt Yarmouth, Baker March 2 at 12 Off Rec, 8, King st, Norwich
HELLIWELL, HARRY, Preston, Publican Feb 27 at 11.30 Off Rec, 14, Chapel st, Preston
JENNINGS, JAMES THOMAS, Scarborough, Potato Merchant March 4 at 4 Off Rec, 74, Newborough, Scarborough
KNIGHT, HENRY BURR DURLING, Strood, Kent, Fishmonger March 4 at 12 115, High st, Rochester
LAYZELL, EPHRAIM JOHN, North Stifford, Essex, Market Gardener Feb 28 at 12 14, Bedford row
LEE, PERCY FAULKNER, Rusholme, Manchester, Cloth Raiser Feb 27 at 3 Off Rec, Byrom st, Manchester
MANLY, JOHN HENRY BIDDLE, Birmingham, Gun Manufacturer Feb 27 at 11.30 191, Corporation st, Birmingham
MARCUS, BARNET, Conduit st, Ladies' Tailor March 4 at 2.30 Bankruptcy bldgs, Carey st
MATTHEWS, HEDLEY FRANKLIN, Marske by the Sea, Yorks, Chemist's Assistant March 8 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
MEALOR, ALBERT, Tonge, Bolton, Laundry Proprietor Feb 27 at 3 19, Exchange st, Bolton
MORGAN, ALBERT, Portsmouth, Naval Outfitter Feb 28 at 3 Off Rec, Cambridge junc, High st, Portsmouth
PENNELL, HAROLD, Brighton, Sussex, Boarding House Keeper Feb 28 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
RAMPE, LEWIS JOHN, Dover, Whitesmith Feb 28 at 9.30 Off Rec, 68A, Castle st, Canterbury
REES, JOHN THOMAS, Swansea, Cab Proprietor Feb 28 at 12 Off Rec, 31, Alexandra rd, Swansea
RICHES, GLENFORD MITCHELL, Fleetwood, Lancs, Marine Engineer Feb 27 at 11.45 Off Rec, 14, Chapel st, Preston
SEABORNE, ERNST, Kilburn Park rd, Corn Merchant March 1 at 12 Bankruptcy bldgs, Carey st
SHORT, EDWARD HENRY, Ormskirk, Licensed Victualler March 1 at 2.30 Off Rec, 35, Victoria st, Liverpool
SHOTTER, EDWARD GEORGE, Trowbridge, Wilts, Photographer Feb 27 at 11.30 Off Rec, 26, Baldwin st, Bristol
STEVENS, FRANK EDWIN, Whitchurch, Hants, Cycle Agent Feb 28 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
TURNER, F, Upton, Essex, Paperhanging Factor Feb 28 at 12 Bankruptcy bldgs, Carey st
WALKER, ROBERT EDWIN, Lower Guiting, Glos, Innkeeper Feb 28 at 3.15 County Court bldgs, Cheltenham
WELCH, ERNEST, Bath, Contractor Feb 27 at 12.15 Off Rec, 26, Baldwin st, Bristol
WILDY, JOHN THOMAS, Leeds Feb 27 at 11 Off Rec, 22, Park row, Leeds
WRIGHT, FRANK WILDEY, Duke st, Adelphi, Solicitor Feb 27 at 12 Bankruptcy bldgs, Carey st
YOUNG, GEORGE WALTER, Stevenage, Builder Feb 28 at 12 Chamber of Commerce, George st, Luton

ADJUDICATIONS.

BADLAND, WILLIAM, Walsall, Coal Dealer Walsall Pet Feb 4 Ord Feb 14
BAMFORD, JOHN HENRY, Derby, Baker Derby Pet Feb 14 Ord Feb 14
BANTON, JOHN GEORGE, Leicester, Confectioner Leicester Pet Feb 6 Ord Feb 15
BILL, ROBERT, Stoke upon Trent, Stone Merchant Stoke upon Trent Pet Feb 14 Ord Feb 14
BREMNER, WILLIAM, EDMUND JACKSON PAUL, and GEORGE EDWARD WHITE, Fore st av, Underclothing Manufacturers High Court Pet Feb 16 Ord Feb 16
BRUCE, CHARLES, Thame, Oxford, Boot Manufacturer Aylesbury Pet Jan 29 Ord Feb 14
CHARLESWORTH, FRED, Hepworth, nr Huddersfield, Tailor Huddersfield Pet Feb 15 Ord Feb 15
CHICKEN, THOMAS, Lemington, Northumberland, Grocer's Assistant Newcastle on Tyne Pet Feb 6 Ord Feb 13
DIPPLE, WALTER, Ladywood, Birmingham, Baker Birmingham Pet Feb 12 Ord Feb 12
EMERY, JOHN ARNOTT, Brownhills, Staffs, Licensed Victualler Walsall Pet Feb 14 Ord Feb 14
GEE, WALTER, York, Clerk York Pet Feb 13 Ord Feb 13
HARRISON, JOSEPH, Derby, Coal Merchant Derby Pet Feb 15 Ord Feb 15
HOLMES, ROBERT, Southgate, Hornsea, Yorks, Ironmonger Kingston upon Hull Pet Feb 15 Ord Feb 15
INNS, JOHN FORD, Aston Warwick, Cycle Dealer Birmingham Pet Feb 12 Ord Feb 12
JOHNSON, ALBERT, Pendleton, House Furnisher Salford Pet Feb 15 Ord Feb 15
KNIGHT, HENRY BURR DURLING, Strood, Kent, Fishmonger Rochester Pet Feb 14 Ord Feb 14
LANGDALE, ALFRED, Leicester, Fruit Merchant Leicester Pet Feb 8 Ord Feb 15
LEE, THOMAS, Higher Broughton, Salford, Egg Merchant Salford Pet Feb 16 Ord Feb 16
LONG, WILLIAM GEORGE, Burnley, Fruiterer Burnley Pet Feb 15 Ord Feb 15
MARSDEN, GEORGE HENRY, Sheffield, Silversmith's Mounter Sheffield Pet Feb 14 Ord Feb 14
MILLS, PERCIVAL GEORGE, North End rd, Fulham, Draper High Court Pet Jan 5 Ord Feb 16
MITCHAM, ISAAC, jun, Peterborough, Farm Foreman Peterborough Pet Feb 15 Ord Feb 15
MOON, SAMUEL JOHN, Bristol, Cloth Worker Bristol Pet Feb 14 Ord Feb 15
MOWLL, REGINALD HEWITT, Dover High Court Pet Nov 7 Ord Feb 13
NASH, ROBERT TURRELL, Swindon, Costumier Swindon Pet Feb 16 Ord Feb 16
NEWTON, THOMAS, Sandbach, Chester, Cabinet Maker Macclesfield Pet Feb 13 Ord Feb 13
PADGETT, THOMAS WILLIAM, Kingston upon Hull, Corn Merchant Kingston upon Hull Pet Jan 24 Ord Feb 15
PENNELL, HAROLD, Brighton, Lodging house Keeper Brighton Pet Feb 14 Ord Feb 14
PORTEOUS, NEVILLE LIDDELL, Hexham, Northumberland, China Dealer Newcastle on Tyne Pet Feb 7 Ord Feb 14
POWER, OWEN, Bridgend, Debt Collector Cardiff Pet Dec 11 Ord Feb 15
PRITCHARD, WILLIAM JOHN, Commercial rd, Limehouse, Carman High Court Pet Feb 6 Ord Feb 14
RAMPE, LEWIS JOHN, Dover, Whitesmith Canterbury Pet Feb 14 Ord Feb 14
ROBINSON, MARY, Whitley Bay, Northumberland, Grocer Newcastle on Tyne Pet Feb 7 Ord Feb 12
SMITH, RICHARD JAMES, Camberley, Surrey, Builder Guildford Pet Feb 15 Ord Feb 15
STANGER, NELSON, West Vale, nr Halifax, Saddler Halifax Pet Feb 15 Ord Feb 15
STEVENS, FRANK EDWIN, Whitchurch, Hants, Cycle Agent Salisbury Pet Feb 14 Ord Feb 14
STREETE, SARAH ANN, Colwyn Bay, Denbigh, Fishmonger Bangor Pet Feb 15 Ord Feb 15
WILDY, JOHN THOMAS, Leeds Leeds Pet Feb 14 Ord Feb 14
WOODWARD, JOHN WILLIAM, Wolverhampton, Tailor's Cutter Wolverhampton Pet Feb 15 Ord Feb 15

London Gazette.—FRIDAY, Feb. 22.

RECEIVING ORDERS.

ANSTIE, PHILIP, Pontycymmer, Glam, Baker Cardiff Pet Feb 20 Ord Feb 20
AUTY, PERCY RICHARD, St George, Bristol, Brewer Bristol Pet Feb 20 Ord Feb 20
BENNEWITZ, CARL FREDERICK, Southwold, Suffolk, Hotel Proprietor Gt Yarmouth Pet Feb 20 Ord Feb 20
BIGGINS, JOHN WALTER, Sheffield, Cutlery Manufacturer Sheffield Pet Feb 19 Ord Feb 19
BISHOP, REUBEN, Tylorstown, Glam, Labourer Pontypridd Pet Feb 20 Ord Feb 20
BLATCHLY, CHARLES JAMES, Westover rd, Wandsworth, Tailor High Court Pet Feb 19 Ord Feb 19
BOOTH, THOMAS, Harrogate, Fishmonger York Pet Feb 18 Ord Feb 18
BRUMELL, HENRY PEARETH, Tunbridge Wells, Coach Builder Tunbridge Wells Pet Feb 6 Ord Feb 18
BUDDS, WILLIAM, Great Yarmouth, General Shopkeeper Great Yarmouth Pet Feb 19 Ord Feb 19
COLLIS, G W, Crownstone rd, Brixton, Stockbroker High Court Pet Jan 15 Ord Feb 19
DANN, HENRY, Heathfield, Sussex, Beerhouse Keeper Eastbourne Pet Feb 18 Ord Feb 18
DAVIES, JOHN, Morriston, Swansea, Mason Swansea Pet Feb 18 Ord Feb 18
DODGSHUN, CHARLES CLAY, Far Headingley, Leeds Woollen Manufacturer Bradford Pet Feb 18 Ord Feb 18
DOWNS, THOMAS EDWIN, Moss Side, Manchester, Butcher Salford Pet Feb 20 Ord Feb 20
EDMUNDSON, JAMES WILLIAM, Blackpool, Carriage Proprietor Preston Pet Feb 19 Ord Feb 19
GALER, JAMES EDWARD, Loddon, Norfolk, Miller Gt Yarmouth Pet Feb 19 Ord Feb 19
GREEN, MAX, Hessell st, Commercial rd East, Provision Dealer High Court Pet Feb 18 Ord Feb 18
GRIFFITHS, WILLIAM JOHN, Cardigan, Hairdresser Carmarthen Pet Feb 20 Ord Feb 20
HALL, HERBERT HENRY, Norwich, Debt Collector Norwich Pet Feb 18 Ord Feb 18
HAMPSON, WALTER, Stockport, Music Teacher Stockport Pet Feb 19 Ord Feb 19
HICKS, CHARLES CLEMENT, Cardridge, Botley, Hants Southampton Pet Feb 20 Ord Feb 20
HOLT, FRED, Bradford, Beerhouse Keeper Bradford Pet Feb 18 Ord Feb 18

LAMB, MARY, Malmesbury, Wilts Swindon Pet Feb 18 Ord Feb 18
MORRIS, FRANCIS, Scarborough, Dairyman Scarborough Pet Feb 18 Ord Feb 18
PARKINSON, ALFRED JAMES, Romsey, Boot Factor Southampton Pet Feb 18 Ord Feb 18
PEACOCK, A W, Upper Brighton, Cheshire, Motor Engineer Birkenhead Pet Feb 6 Ord Feb 18
PETTIFER, WALTER, Melton Mobray, Leicester, Builder Leicester Pet Feb 18 Ord Feb 18
PHILLIPS, JAMES RICHARD, Swallowfield Reading Pet Feb 19 Ord Feb 19
RIGBY, THOMAS, Malpas, Cheshire Crewe Pet Feb 18 Ord Feb 18
RILEY, SARAH, Clayton, Bradford, Hotel Proprietor Bradford Pet Feb 18 Ord Feb 18
ROBINSON, FREDERICK JOSEPH, Sneinton, Nottingham, Plumber Nottingham Pet Feb 19 Ord Feb 19
SCOTT, THOMAS, Wisbech St Peter, Cambridge, Coffee House Manager King's Lynn Pet Feb 18 Ord Feb 18
SHANN, JOHN HALLIWELL, Harborne, Staffs, Commercial Traveller Birmingham Pet Feb 19 Ord Feb 19
SHARPE, JOHN WILLIAM, St Albans, Herts, Boot Maker St Albans Pet Feb 16 Ord Feb 16
SHIPPOBOTTAM, PETER, Chequerbent, nr Bolton, Builder Bolton Pet Feb 20 Ord Feb 20
SMITH, THOMAS, Knutsford, Chester, Green grocer Manchester Pet Feb 19 Ord Feb 19
SMITH, THOMAS GEORGE, Bristol, Steam Oven Builder Bristol Pet Feb 20 Ord Feb 20
STOTT, JOHN HOWARD, Rochdale, Machinist Rochdale Pet Feb 20 Ord Feb 20
THOMAS, JOHN, Maesteg, Glam, Collier Cardiff Pet Feb 19 Ord Feb 19
THREADKELL, ALGERNON TIMOTHY, Gt Warley, Brentwood, Rate Collector Uneimsford Pet Dec 18 Pet Feb 4
TOWNSHEND, Rev HORACE THOMAS EDWARD, Sutton, Surrey Croydon Pet Feb 2 Ord Feb 19
WARREN, CHARLES, Salisbury, Wilts, Grocer Salisbury Pet Feb 18 Ord Feb 18
WILLIAMS, DAVID, Maesteg, Glam, Collier Cardiff Pet Feb 19 Ord Feb 19

FIRST MEETINGS.

BAMFORD, JOHN HENRY, Derby, Baker March 2 at 11 Off Rec, 47, Full st, Derby
BLATCHLY, CHARLES JAMES, Westover rd, Wandsworth, Tailor March 5 at 1 Bankruptcy bldgs, Carey st
BOOTH, THOMAS, Harrogate, Fishmonger March 6 at 2.30 Off Rec, The Red House, Duncombe pl, York
BUDDS, WILLIAM, Gt Yarmouth, General Shopkeeper March 2 at 12.30 Off Rec, 8, King st, Norwich
COLLIS, G W, Crownstone rd, Brixton, Stockbroker March 5 at 12 Bankruptcy bldgs, Carey st
CRITCHLOW, EDWARD, Bradnop, nr Leek, Staffs, Farmer March 7 at 11.30 Off Rec, 23, King Edward st, Macclesfield
CROSSBY, JAMES, Stockport, Builder March 6 at 12 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
DAVIES, DAVID M, Swansea, Commission Agent March 7 at 12 Off Rec, 31, Alexandra rd, Swansea
DICKMAN, WILLIAM, Chester le street, Durham, Butcher March 4 at 3 Off Rec, 3, Manor pl, Sunderland
DIETRICH, MARTIN, Croydon, Furniture Dealer March 4 at 3 132, York rd, Westminster Bridge
DODGSHUN, CHARLES CLAY, Far Headingley, Leeds, Woollen Manufacturer March 7 at 3 Off Rec, 29, Manor row, Bradford.
EVANS, RICHARD MORRIS, Pontypridd, Glam, Ironmonger March 4 at 11 15 Post Office chmbrs, Pontypridd
GARDNER, ARTHUR ROBERT, Croydon, Draper March 4 at 11.30 132, York rd, Westminster Bridge
GREEN, MAX, Hessell st, Commercial rd, Provision Dealer March 5 at 11 Bankruptcy bldgs, Carey st
HALSALL, JOHN, Burscough, Lancs, Farmer March 4 at 10.30 Off Rec, 35, Victoria st, Liverpool
HAMPSON, WALTER, Stockport, Music Teacher March 6 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
HOLMES, ROBERT, Southgate, Hornsea, Yorks, Ironmonger March 2 at 11 30 Off Rec, Trinity House ln, Hull
HOLT, FRED, Bradford, Beerhouse Keeper March 4 at 3 Off Rec, 29, Manor row, Bradford
JEFFERY, JOHN, Shaugh, Devon, Farm Labourer March 5 at 11 Off Rec, 6, Athenæum ter, Plymouth
LAMB, MARY, Malmesbury March 4 at 11.30 Off Rec, 38, Regent circus, Swindon
LEE, THOMAS, Higher Broughton, Salford, Lancs, Egg Merchant March 2 at 11.30 Off Rec, Byrom st, Manchester
MARSDEN, GEORGE HENRY, Sheffield, Silversmith's Mounter March 5 at 12 Off Rec, Figtree ln, Sheffield
MORRIS, FRANCIS, Scarborough, Dairyman March 4 at 4 30 Off Rec, 74, Newborough, Scarborough
NASH, ROBERT TURRELL, Swindon, Costumier March 4 at 11 Off Rec, 38, Regent circus, Swindon
NEWTON, THOMAS, Sandbach, Cheshire, Cabinet Maker March 7 at 12 Off Rec, 23, King Edward st, Macclesfield
PADGETT, THOMAS WILLIAM, Kingston upon Hull, Corn Merchant March 2 at 11 Off Rec, Trinity House ln, Hull
PARKINSON, ALFRED JAMES, Romsey, Southampton, Boot Factor March 4 at 11.30 Off Rec, Midland Bank chambers, High st, Southampton
PLUMMER, GEORGE, Winshill, Burton on Trent, Stafford, Baker March 5 at 11.30 Midland Hotel, Station st, Burton on Trent
POWER, OWEN, Bridgend Cardiff March 5 at 12 Off Rec, 117, St. Mary st, Cardiff
RILEY, SARAH, Clayton, Bradford, York, Hotel Proprietor March 4 at 2.30 Off Rec, 29, Manor row, Bradford
RUTTER, FREDERICK, Woodseats, Sheffield, Carter March 5 at 1 Off Rec, Figtree ln, Sheffield
SHARPE, JOHN WILLIAM, St Albans, Boot Maker March 4 at 12 14, Bedford row
SMITH, THOMAS, Knutsford, Cheshire, Greengrocer March 2 at 11 Off Rec, Byrom st, Manchester
SNELL, ALBERT EDWARD, Gloucester, Provision Merchant March 2 at 12 Off Rec, station rd, Gloucester
THOMPSON, JOSEPH, Blackburn, Fruit Merchant March 6 County Court House, Blackburn
WARREN, CHARLES, Salisbury, Grocer March 5 at 12 Off Rec, City chmbrs, Catherine st, Salisbury
WHITAKER, ROBERT EDWARD, Sheffield, Plumber March 5 at 12.30 Off Rec, Figtree ln, Sheffield
WHITE, ARTHUR WILLIAM LOUIS, and FYSON CORNELL JOHNSON, Walton on Thames, Surrey, Ironmongers March 5 at 12 132, York rd, Westminster Bridge
WILSON, ELLEN, Gatley, Cheshire, Farmer March 6 at 11 Off Rec, Castle chmbs, 6, Vernon st, Stockport
WYATT, ERNEST, Teddington, Builder March 5 at 11.30 132, York rd, Westminster Bridge
YOXALL, SAMUEL, Congleton, Cheshire, Painter March 7 at 11 Off Rec, 23, King Edward st, Macclesfield